Revised Agenda: Adding New Business Item 8
Revised for Consent Agenda: New Business Items 4,5,6,7, and Utility Board Items 1,2,3

City Council Meeting Agenda
June 10, 2025
6:00 PM
Bentonville City Hall

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on June 10, 2025: Registration Link

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: May 27, 2025

I. Committee of the Whole - Monday Night Only Items

1. **Upcoming Planning Amendments** — **Informational**
   Informational item about planned amendments. These include (1) a minor adjustment to the Traditional Neighborhood Place Type in the Future Land Use Plan, (2) aligning accessory dwelling unit (ADU) regulations with Arkansas Act 313, and (3) aligning territorial jurisdiction regulations with Arkansas Act 314.
2. **Community Development Block Grant (CDBG) Subrecipient and Project Overview** — **Informational**

Approval of the proposed subrecipients for the 2025 CDBG program year.

3. **Sales Tax Update** **Informational**

4. **Parks Technology Discussion** **Informational**

5. **Public Art Discussion** **Informational**

II. Consent Agenda: New Business Items 4,5,6,7 & Utility Board Items 1,2,3

1. **New Business Item 4: Resolution Setting a Public Hearing to Vacate an Alley Right of Way (VAC25-0015)** **Resolution**

   Approve Resolution to set Public Hearing for June 24, 2025 to vacate Alley Right of Way located at Lots 16-20 of Mauck-Block Subdivision (VAC25-0015).

2. **New Business Item 5: Resolution to Enter into a Professional Services Agreement with Thompson Consulting Services, LLC** **Resolution**

   A Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Thompson Consulting Services, LLC for Debris Monitoring and Disaster Recovery Services Consultant on an as needed basis. No budget adjustment is needed.

3. **New Business Item 6: Resolution to Enter into a Professional Services Agreement with Looks Great Services of MS, Inc.** **Resolution**

   A Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Looks Great Services of MS, Inc. for debris removal and disaster recovery services on an as needed basis. No budget adjustment is needed.

4. **New Business Item 7: Resolution Amending the 2025 Budget to Purchase a 2024 E-One Pumper for Fire Station 8** **Resolution**

   A Resolution authorizing a budget adjustment in the amount of $999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3. A budget adjustment is needed to appropriate impact fees.

5. **Utility Board Item 1: Resolution to Award Bid IFB-25-42-Boring and Trenching Services to Calcon, Inc.** **Resolution**

   Resolution awarding bid IFB 25-42-Boring and Trenching Services to Calcon, Inc. per the unit prices attached. Utility Board approved 4-0. No budget adjustment is needed.

6. **Utility Board Item 2: Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement** **Resolution**

A Resolution authorizing a contract amendment for the IDIQ contract with Calcon, Inc. and amending the 2025 budget to increase the amount by $500,000.00. Utility Board approved 4-0. A budget adjustment is needed.

7. **Utility Board Item 3: Resolution for Amendment 1 - WMP Project 1 - I St. 48" Water Main Ext., Environmental Assessment** — **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Freese and Nichols, in the amount of $40,000.00, for an Environmental Assessment associated with WMP Project 1 - I Street 48" Water Main Extension. Utility Board approved 4-0. A budget adjustment is needed.

III. New Business - Public Comment to be Heard with Agenda Item

1. **June Residential Landscape Award - 310 Huffman Street** — **Informational**

Recognition by City Council of the landscaping of residential property at 310 Huffman Street. The property was selected by the Tree & Landscape Advisory Committee and is the June Residential Landscaping of the Month award winner.

2. **Ordinance Amending Door-to-Door Solicitation Regulations** — **Ordinance***

An ordinance amending Bentonville Municipal Code Sec. 58-2 Door to Door Solicitation at Private Residences prohibiting door-to-door solicitation after 7:00 pm. No budget adjustment is needed.

3. **Public Hearing and Ordinance Vacating a Utility Easement (VAC24-0012)** — **Ordinance***

Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 11 of Crystal Bridges Addition (VAC24-0012).

4. **New Business Item 8: Resolution Accepting Completed Artwork All Biker(s) Welcome** — **Resolution**

A Resolution authorizing the acceptance of artwork on public property, titled All Biker(s) Welcome, removing any language that is not the artist's signature, and adding signage that describes the art. No budget adjustment is needed.

IV. Utility Board

1. **Utility Board Item 4: Ordinance Waiving Competitive Bidding to Purchase an Additional 48" Transmission Main Valve** — **Ordinance***

Waiving the requirement for competitive bidding for purchase and delivery of one (1) additional 48" Transmission Main Valve, from DeZurik Inc., in the amount of $60,692.00, for Project 1- I street Extension. Utility Board approved 4-0. A budget adjustment is needed.

V. Planning

1. **Lot Split - Lot 37 Skyview Acres Subdivision - 1006 Lockheed St (LS25-0005)** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 37 Of Skyview Acres Subdivision Creating New

Lots 63 Through 66 Of Skyview Acres Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lot 13, Block 27 of Demming's Second Addition - 312 NW 7TH ST (LS25-0019)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lot 13, Block 27 Of Demming's Second Addition Creating New Right Of Way Dedications To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Lot Split - Lots 2 and 3 of Town Vu Subdivision - 306 SW Tater Black Road (PLA25-0013)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lots 2 And 3 Of Town Vu Subdivision Creating New Lots 4 Through 6 Of Town Vu Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Lot Split - Lot 30 of Eden's Brooke Subdivision - 3701 SW Banbury Dr. (LS25-0021)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 30 Of Eden's Brooke Subdivision Creating New Lots 31 And 32 Of Eden's Brooke Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Rezoning - Indiana Ave Real Holdings, LLC - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential - 2303 Douglas ST (RZ25-0023)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-3, Downtown High Density Residential; And For Other Purposes.

6. **Rezoning - Indiana Ave Real Holdings, LLC - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential - 2305 Douglas ST (RZ25-0024)** **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-3, Downtown High Density Residential; And For Other Purposes.

7. **Rezoning - Bentonville 424 SW C LLC - R-1, Low-Density Single-Family Residential to DN-3,** **Ordinance***

Downtown High Density Residential - 424 SW C ST (RZ25-0026)

The Planning Commission voted 7-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-3, Downtown High Density Residential; And For Other Purposes.

8. **Revised Enhanced Review Criteria for the Future Land Use alignment policy - (FLUM)** **Resolution**

The Planning Commission voted 7-0 recommending approval.

A Resolution Amending The Future Land Use Map Alignment Policy; And For Other Purposes.

VI. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/9/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**
☐ **Ordinance** ☐ **Resolution** ☑ **Informational**

Title, Recommendation & Justification

Title:	Upcoming Planning Amendments
Action Recommendation & Justification:	Informational item about planned amendments. These include (1) a minor adjustment to the Traditional Neighborhood Place Type in the Future Land Use Plan, (2) aligning accessory dwelling unit (ADU) regulations with Arkansas Act 313, and (3) aligning territorial jurisdiction regulations with Arkansas Act 314.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☑ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Proposed Amendments

Committee of the Whole Date: 6/9/2025
Preparer: Shelli Kerr, AICP, Comprehensive Planning Mngr

The following three items are scheduled for the June 17 Planning Commission agenda and are anticipated to be placed on the June 24 City Council Agenda.

(1) Traditional Neighborhood Place Type Description Amendment

On February 11, 2025, Bentonville City Council unanimously approved the new Future Land Use Map and amended Chapters 2 and 4 of the Community Plan. The Traditional Neighborhood place type was created specifically at the request of several downtown neighborhoods to help preserve the character of older and historic neighborhoods. The primary land uses intended for this place type are single family residential uses. However, the description inadvertently included small-scale apartments. This is not the intent of the Traditional Neighborhood place type and "small-scaled apartment buildings" should be removed from the description.

(2) Accessory Dwelling Unit Regulations Amendment

In March 2025, the Arkansas State Legislature passed House Bill 1503 (Act 313) regarding municipal regulations for accessory dwelling units (ADUs). To comply with the new state law, Bentonville's existing regulations for accessory structures and accessory dwelling units must be amended. This will include amendments to Sec. 201 Definitions, Sec. 601.01 Accessory Structures and Sec. 601.02 Accessory Dwelling Units.

(3) Territorial Jurisdiction Amendment

State law has historically given municipalities the authority to apply limited development regulations within the unincorporated areas of their planning area boundary, referred to as "territorial jurisdiction." In March 2025, the Arkansas State Legislature passed House Bill 1510 (Act 314) that repealed the authority for a municipality to exercise territorial jurisdiction over an unincorporated area. Sections of both the Zoning Code and Land Development Code must be amended to align with the new state law.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/9/2025	**Submitted By:**	Taylor Allen
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☑ **Informational**

Title, Recommendation & Justification

Title:	Community Development Block Grant (CDBG) Subrecipient and Project Overview
Action Recommendation & Justification:	Approval of the proposed subrecipients for the 2025 CDBG program year.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☑ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

From: noreply@civicplus.com
To: Shelli Kerr
Subject: Online Form Submittal: Public Art Proposal
Date: Sunday, August 4, 2024 12:05:16 PM

Public Art Proposal

Proposal for Public Art

Type of Proposal	Unsolicited Proposal
Date	8/4/2024
Is the project a collaboration among multiple artists?	Yes
Is the project curated by someone or an organization other than the artist?	No

1) ARTIST INFORMATION

Complete this section with the primary artist's information. If this is a collaborative project with multiple artists, we will reach out for additional information on the other artists.

Name	Paige Dirksen
Address	11 TENNYSON LN
City	BELLA VISTA
State	AR
Zip Code	72714
Email Address	paigedirksen@gmail.com
Phone Number	15635990732
Upload artist resume / CV	PaigeDirksenResume.pdf
Artist portfolio	Paige Dirksen - mural portfolio.pdf
Artist website	https://www.paigedirksen.com/

2) CURATOR CONTACT INFORMATION

Complete this section with the primary contact of the curator of this project, if applicable. If the project is being submitted by the artist, proceed to Section 3) Artwork Details.

Name	*Field not completed.*
Title	*Field not completed.*
Organization Name	*Field not completed.*
Street Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip Code	*Field not completed.*
Email Address	*Field not completed.*
Phone Number	*Field not completed.*
3) ARTWORK DETAILS	
Title of artwork	All Biker(s) Welcome
Medium	exterior masonry primer and acrylic paint
Height	10'
Width and depth	52'
Can the artwork be scaled smaller or larger?	Yes
Description of artwork	see attached
Upload description of artwork	ABW Mural.pdf
Upload image of artwork	ABW mural (1).pdf
4) INSTALLATION AND MAINTENANCE	
Is the proposal for temporary or	Permanent

permanent display?	
If temporary, what is the requested display period?	Not applicable
Is the artwork already complete?	No
If yes, artwork is complete, is it currently on display?	Not applicable
If artwork is currently on display, when will it be available?	*Field not completed.*
If no, artwork is not complete, how much time is needed for fabrication?	1-2 months
Is the artwork best suited for indoor or outdoor display?	Outdoor
Is a foundation required to install the artwork?	No
If a foundation is required, indicate the size and shape needed.	*Field not completed.*
Does the artwork require access to electricity?	No
Does the artwork require access to water?	No
What is the life expectancy of the artwork?	7-10 years
Are there any special maintenance needs for	Not sure

this artwork?	
If there are maintenance needs, please describe here.	Since this is the location of graffiti activity in the past, it would be recommended to cover the artwork with an anti-graffiti coating. Since the mural includes a message of inclusivity, this may be a good way to protect the city's investment against any hate speech or future graffiti.
5) BUDGET & FUNDING	
(a) Material costs	$1500
Describe materials costs.	Exterior masonry primer (Sherwin Williams Loxon), exterior acrylic paint (Sherwin Williams Latitude), vinyl stencils, brushes, rollers, gloves, spray tips, tarps, masking supplies, and tape.
(b) Production costs	$500
Describe production costs.	Rental of Scaffold/ladder and spray gun
(c) Installation costs	$0
Describe installation costs.	NA
(d) Total fabrication budget	2,000
(e) Artist's fee	2,200
(f) Travel costs	$0
(g) Total budget	4,200
What is the planned funding for this proposal?	Not determined.

Email not displaying correctly? View it in your browser.

This mural is in collaboration with the nonprofit group, All Bikes Welcome, based out of Northwest Arkansas. Their mission is to build more racial equity and gender diversity in cycling by providing free and low-cost outdoor programming in the Northwest Arkansas corridor. The main artist, Paige Dirksen, was awarded a Bentonville Moves Coalition grant of $2,500 to execute this mural. The goal of the mural is to celebrate and beautify our cycling corridor in Bentonville, as well as encourage inclusivity in our cycling community and make all visitors and residents feel a sense of belonging in this space. We would like to invite some members of the community to help out with painting the mural to foster placemaking and an investment in community. Paige Dirksen has extensive experience with facilitating community mural projects and will ensure a quality product while getting to involve others.

We would like to be able to use the tunnel on 3rd street in Bentonville as the mural location. Since this area is bigger than the original plans for the mural, we would like to find additional funding to be able to fill up the entire wall, especially since there is currently graffiti on the wall. With the current funding, we would be able to paint the mural at roughly 25'x10' of the wall. If an additional $1,700 was secured, we would be able to span the mural the entire length of the wall (see attached photos).

Additionally, we are requesting that the city help power wash the wall to ensure a clean surface for application. If the city would like to protect this investment and increase longevity of the mural, we would also encourage an anti graffiti coating applied on top of the design, especially since this has been a past location for graffiti activity. The anti graffiti coating is not included in this quote.

If funding is awarded (or just approval of the site for the smaller mural), we are available to execute this mural in the next 2 months. Example timeline would be as follows:

August 5: Parks and Recreation Advisory Board meeting
August 13: Public Art Advisory Board meeting
August 27: City Council Meeting/final approval
Sep 2 - 27: Mural application

Since this is for a nonprofit organization, the budget requested for this project is lower than normally charged for this scale of project. Typical mural prices for Paige Dirksen Studio (and most local muralists) start around $15/sq ft. This project calculates out to around $8/sq ft (for the full wall), and $10/sq ft (for the smaller option). Please note that the artist fee exceeds the 20% recommended because the artist will be the one executing the mural and will be using personal supplies. Artist fees include design fees, application of the mural, and facilitation of volunteers.

Once complete, we would like to plan an unveiling and some community bike rides to begin at this mural as a way to highlight the work that All Bikes Welcome does in our community and to gather people of all backgrounds and abilities.



Smaller mural size (10'x25') 250 sq ft.
**Could execute this size with the BMC grant funding of $2,500 ($10/sq ft)*



Larger mural option (10'x52') 520 sq ft.
**Could execute this size with an additional $1,700 in funding ($4,200 total ~ $8/sq ft)*

PAIGE DIRKSEN

CONTACT

563-599-0732

paigedirksen@gmail.com

www.paigedirksen.com

Bella Vista, Arkansas

EDUCATION

Master of Arts
Art Therapy Counseling

Southern Illinois University

Edwardsville, IL
Graduated December 2011

Bacherlor of Arts
Studio: Printmaking/Psychology minor

Univeristy of Northern Iowa

Cedar Falls, IA
Graduated May 2009

SKILLS

- Microsoft Office Suite
- Adobe Photoshop
- Social Marketing
- Donor Management Software
- Murals/large-scale artmaking
- Printmaking
- Digital Photography

WORK EXPERIENCE

Owner/Operator

Paige Dirksen Art, LLC/Bella Vista, AR 2019 - present

- Provide a variety of art workshops for community and private groups, including printmaking, kids art camps, art and meditation/wellness workshops.
- Maintain an inventory of personal artwork for website sales and gallery exhibitions.
- Execute mural projects and other community programs.
- Contract and consult for non-profit marketing and development.
- Graphic Design work for: All Bikes Welcome, Wild Rye, Bike.POC, and Minority Mountain Bikers.

Development Consultant

ServeHAITI/Atlanta, GA 2015 - 2019

- Assisted with the implementation and execution of activities in line with ServeHAITI's 4 initiatives: Health, Water, Education ,and Economic Development.
  - Developed creative strategies to leverage and grow relationships through outreach and nurture campaigns.
  - Designed and developed promotional materials, including an annual report, year-end appeals, and fundraiser marketing materials.
  - Managed social media platforms.
  - Created systems for improved communication among the Board of Directors.

Executive Director

Batesville Area Arts Council/Batesville, AR 2013 - 2015

- Responsible for programs and operations of the BAAC Gallery on Main as well as the Arts in Education Program.
  - Improved development and community involvement by increasing outreach and offering more diverse programs and projects. Personally taught several workshops and programs in a variety of media (painting, textile art, printmaking, drawing, jewelry-making, etc.)
  - Lead financial planning, fundraising, and marketing.
  - Lead project manager of major gallery renovation.
  - Served as arts advocate for the community and managed interns and volunteers to increase outreach.

PAIGE DIRKSEN

WORKSHOPS/ CLASSES TAUGHT

2024:
- 8-week printmaking course
- 4 kids art camps

2023:
- 4 printmaking workshops
- 3 kids art camps

2022:
- 6 printmaking workshops
- 2 art + meditation sessions
- 1 kids art camp
- 1 studio demo

AWARDS

- *Artist in residency,* Creative Exchange Fund*,* The Medium Springdale, AR, Cache 2024
- *Bentonville Moves Coalition* artist grant, 2024
- *Research Grants for Graduate Students*, University Fellowship and Scholarship Committee, The Graduate School, Southern Illinois University Edwardsville, 2011

REFERENCES

References available upon request

EXHIBITIONS

2023: *Flora*, solo permanent exhibition, Ledger, Bentonville, AR
2023: *Flora*, solo exhibition, The Medium, Springdale, AR
2023: *Paige Dirksen*, solo exhibition, Visit Bentonville, Bentonville, AR
2023: *Juried Exhibition*, The Local Color Gallery, Fayetteville, AR
2022: *Relief*, group exhibition, The Local Color Gallery, Fayetteville, AR
2022: *The Natural World and Other Wonders*, group exhibition, FooLPRoof Contemporary Gallery, Denver, CO
2022: Accepted to *BIG INK*, large-scale woodblock printmaking event, Arvada, CO
2021: *Paige Dirksen*, solo exhibition, GRIFF, Opelika, AL
2021: *Flora*, solo exhibit, The Well, Opelika, AL
2017: *Summer Invitational Exhibition*, Jan Dempsey Community Arts Center, Auburn, AL
2015: *Show and Tell,* Art Collective group exhibition and panel discussion, University of the Ozarks, Clarksville, AR
2015: *Arkansas Society of Printmakers Group Exhibition*, Cox Creative Center, Little Rock, AR

OTHER RELEVANT EXPERIENCE

Volunteer work

- Facilitate art/educational workshops with GRIT Fest, an inclusive mountain biking festival, (hosted by *All Bikes Welcome,* 2023-present)
- Executed an installation of posters for an art contest hosted by the *Arkansas Martin Luther King, Jr. Commission (Fayetteville, AR, 2024)*
- Website development/maintenance for community-driven initiative working to reconcile racial violence in Lee County, Alabama. (*Lee County Remembrance Project*, 2020 – 2022)
- Served in a number of volunteer roles within the organization, including trip-leading, development, and fundraising. (*ServeHAITI*, Grand-Bois, Haiti, 2006 – 2015)
- Volunteered with a community arts program for men in the transitional housing program to help build life skills, friendships, and self-esteem. (*The Community CollabARTive*, Peter & Paul Community Services, St. Louis, MO, 2011)
- Volunteered with nonprofit arts program that fostered communication and interpersonal skills through story-telling and performative arts for refugee youth. (*International Playground,* St. Louis, MO, 2010 – 2011)
- Facilitated mural project as part of Community Arts Festival. (Community Mural Project, Opelika, AL, 2018)
- Facilitated thesis research project that highlighted community and resilience in Grand-Bois youth. (Mural/Research Project with Youth in Grand-Bois, Haiti, 2011)





"Everyone Deserves a Bike"
Painted mural project at Pedal it Forward, Bentonville, AR
wall 1: 30'x16'
wall 2: 90'x12'
Completed July 2022

This is the first mural project I completed since moving back to Northwest Arkansas. My favorite part about creating murals is being able to engage others, and this project utilized over 50 volunteers. I also collaborated with another artist on the design for the side with the words, "Everyone Deserves a Bike". I also really enjoy being able to witness how a space is used when I'm working on a mural. This project was very energizing for me because it was for a nonprofit that is making a big impact in our community. Their mission is to increase the number of people who have access to bikes in NWA. To accomplish this, they receive donations of used bikes, utilize volunteer labor to refurbish and fix them, and work with community partners to distribute bikes to those who need them. As I referenced before, this project was a great launching point for my mural career and each one has led to more and more inquiries for mural work. This project also gave me the opportunity to extend my designs with modern block prints, to large-scale and exercise these design skills. I believe public art can transform spaces that are not utilized into usable and enjoyable spaces for community to come together. Since finishing the project, the organization refurbished the back yard and now hosts events with my mural in the background.





"Bella Vista Wonder"
Painted mural project at Riordan tunnel in Bella Vista
Completed November 2023

This mural was comissioned by the Bella Vista Arts Council and the city of Bella Vista. The council wanted something that would be a colorful additional to the trail, as well as give a nod to the beautiful scenary in Bella Vista. The mural is painted with a waterproof masonry sealer and acrylic paint on concrete.





"Whimsy"
Painted mural project at the Bella Vista Public Library
Completed November 2022

This mural was comissioned by the Bella Vista Arts Council and the city of Bella Vista. I enjoyed the challenge of creating a design for their space that would integrate seamlessly into their environment, rather than an afterthought or disjointed element. This is the children’s section of the library.

PUBLIC ART AGREEMENT
***All Bike(r)s Welcome* by Paige Dirksen**

AGREEMENT

THE AGREEMENT IS ENTERED INTO THIS _____ (DATE) BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS** (HEREINAFTER THE "CITY") AND **BENTONVILLE ADVERTISING AND PROMOTIONS COMMISSION** (HEREINAFTER "COMMISSION") AND **PAIGE DIRKSEN** (HEREINAFTER "ARTIST") FOR ***ALL BIKE(R)S WELCOME*** (HEREINAFTER "ARTWORK") TO BE INSTALLED ON PUBLIC PROPERTY ALONG COLER TRAIL IN THE **TRAIL TUNNEL AT SW 3RD STREET** (HEREINAFTER "DISPLAY SITE").

WHEREAS, the Bentonville Parks and Recreation Advisory Board, Public Art Advisory Committee and City Council approved *All Bike(r)s Welcome* for installation on public property in along Coler Trail in the trail tunnel at SW 3rd Street.

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the City, Commission and Artist agree as follows:

1. **Deliverables**. The Artist agrees to design, create, fabricate and install the Artwork as described in the submitted proposal and in Exhibit A attached hereto.
2. **Installation**. The Artist agrees to transport and install the Artwork as described and shown in the attached Exhibit A. The Artist shall provide the City with a written description of how the Artwork will be installed, including a detailed statement addressing any preparatory work which must be performed by the Artist or City to prepare the site, and timeline of fabrication, transportation, and installation. The Parks and Recreation Department will provide power washing prior to installation and apply an anti-graffiti sealant. The installation of the Artwork shall occur after the date of this Agreement and be completed by **November 30, 2024**.
3. **Compensation**.
    a. **Cost Allocation**. The cost of this installation is $4,200. It is funded by two separate entities: $2,500 from a Bentonville Moves Coalition grant for which the artist is responsible for administering and $1,700 from the Bentonville Advertising and Promotion Commission, details of which are set forth in this agreement.
    b. **Compensation.** The Commission shall pay to the Artist a portion of the total cost to complete purchase and installation of the Artwork as provided in this Agreement; however, in no event shall the Artist be paid an amount in excess of the sum of **One Thousand Seven Hundred Dollars ($1,700.00)**. This amount shall constitute full and complete compensation for the Commission's portion for the Artist's Work and Artwork. The Artist shall be solely responsible for all expenses necessary for design and fabrication, including any cost overruns.
    c. **Payment Schedule.** Payments shall be made to the Artist upon submission of a detailed invoice to the Commission, according to the following schedule:

(1) **First Payment.** The Commission shall pay the Artist an amount not to exceed **Eight Hundred Fifty Dollars ($850.00)**, one-half (1/2) of the total agreement amount, after the following requirements are met:

a. All parties have signed this Agreement.

b. Artist provides to the Commission an invoice with the required invoice information in the amount of $850.00.

(2) **Second Payment.** The Commission shall pay the Artist an amount not to exceed **Eight Hundred Fifty Dollars ($850.00)**, the remaining one-half (1/2) of the total agreement amount, after the following requirements are met:

a. Installation of the Artwork is complete.

b. City provides Artist a notice of acceptance in writing.

c. Artist provides the Commission an invoice with the required invoice information in the amount of $850.00.

(3) **Invoicing.** Artist shall email invoices to the Commission at julie@visitbentonville.com and kalene@visitbentonville.com with the following information.

- Artist contact information and remittance address.
- Invoice date.
- Unique invoice number.
- Bill to: Bentonville Advertising and Promotion Commission, 406 SE 5th Street, Suite 6 Bentonville, AR 72712, 479-271-9153.

4. **Ownership.** Upon installation and final acceptance by the City and after the date of the Commission's payment of the second installment, which shall constitute full and complete compensation for the Artist's Work and Artwork, the Artwork shall be owned by the City.

5. **Maintenance.** Upon installation and final acceptance by the City, at all times the maintenance of the Artwork shall be the sole responsibility of the City. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the City.

6. **No Security; Assumption of Liability and Waiver of Damages.** Artist acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE MAY HAVE WITH REGARD TO LOST, STOLEN OR DAMAGED ARTWORK, RELATED MATERIALS, EQUIPMENT, OR ANY OTHER ITEMS ASSOCIATED OR USED IN CONJUNCTION WITH THE ARTWORK OR DISPLAY SITE.**

7. **Insurance.** Prior to the installation of the Artwork, the Artist shall procure and maintain such comprehensive general liability insurance as will protect the Parties, and each of their respective officers, agents, employees, and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by any of the Parties, or any of their respective officers, agents, employees, or subcontractors performing any of the work during the life of this Agreement. The Artist understands that the City will not insure the Artwork and that the Artist bears the risk of any loss or damage to the Artwork. The insurance policy procured shall name the City as an

additional insured party and shall require a thirty-day cancellation notice until the City has issued a notice of final acceptance of the Artwork.

8. **Photographic Rights**. Artist hereby grants permission to the City to photograph and videotape and to authorize others to photograph and videotape the Artwork for any non-commercial use, including but not limited to, installation documentation, publicity of the Artwork, record keeping, and additional non-commercial purposes such as among others, educational, public relations, and promotion of the arts.

9. **Termination/Waiver of Damages**. This Agreement may be terminated for any reason upon five (5) days notice to the other party. Should the City terminate this Agreement, **ARTIST HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, ARTIST MAY HAVE WITH REGARD TO THE CITY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY ACTUAL AND CONSEQUENTIAL DAMAGES.**

10. **Indemnification. ARTIST SHALL DEFEND, INDEMNIFY, SAVE HARMLESS, AND EXEMPT THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND EMPLOYEES.** This Paragraph shall survive the termination of this Agreement.

11. **Governing Jurisdiction.** This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

12. **Default.** In the event the Artist fails to comply with any of the provisions of this Agreement, the City shall have the following remedies, in addition to the City's other rights and remedies:

    a. To immediately terminate this Agreement without any liability to the City as previously provided herein; or

    b. To require the immediate cessation of the set-up, operation, or removal of the Artwork.

13. **Miscellaneous Provisions.**

    a. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

    b. Assignment. This Agreement is not assignable without the prior written consent of the City.

    c. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing the same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-deliver service. For purposes of notice, the addresses of the parties shall be as follows:

If to Artist, to:	**If to Bentonville Advertising & Promotion Commission:**
Paige Dirksen	Kalene Griffith, President/CEO
11 Tennyson Lane	406 SE 5th Street, Suite 6
Bella Vista, Ar 72714	Bentonville, AR 72712
563-599-0732	479-271-9153
paigedirksen@gmail.com	kalene@visitbentonville.com

If to City – Parks:	**If to City – Planning:**
Josh Stacey	Shelli Kerr, AICP
Deputy Director of Parks	Comprehensive Planning Manager
215 SW A St	305 SW A Street
Bentonville, AR 72712	Bentonville, AR 72712
479-418-8653	479-271-6822
jstacey@bentonvillear.com	skerr@bentonvillear.com

d. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

e. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.

f. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

g. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as allowed herein.

h. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

ARTIST:	**BENTONVILLE ADVERTISING AND PROMOTION COMMISSION**
_____	_____
Paige Dirksen, Artist	Kalene Griffith, President and CEO Bentonville Advertising and Promotion Commission
_____	_____
Date	Date
CITY OF BENTONVILLE:	**APPROVED AS TO FORM AND LEGALITY:**
_____	_____
Stephanie Orman, Mayor City of Bentonville	Bonnie Bridges, Staff Attorney City of Bentonville
_____	_____
Date	Date

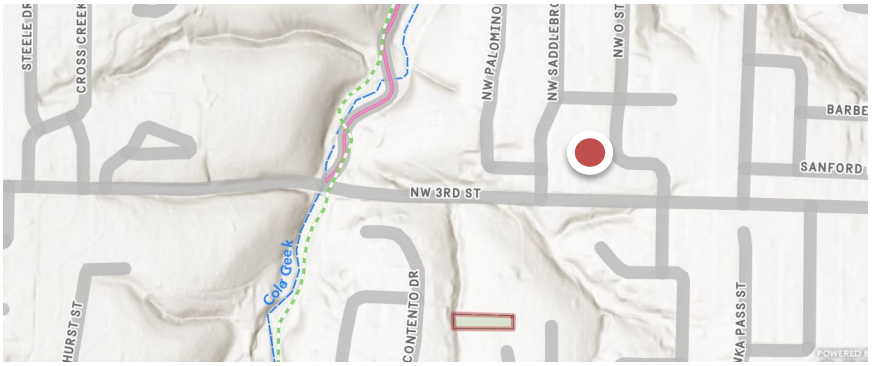
PUBLIC ART AGREEMENT
EXHIBIT A

Title	***All Bike(r)s Welcome***
Artist	Paige Dirksen
Medium	Acrylic Paint
Height	10’
Width & Depth	52’ wide
Display Site	Coler Trail in trail tunnel at SW 3rd Street

Description

The proposed mural celebrates the beauty of Bentonville’s cycling corridor and encourages inclusivity in our cycling community to give visitors and residents a sense of belonging in this space. Community members will be invited to help paint the mural to foster placemaking and an investment in community. Artist Paige Dirksen has extensive experience with facilitating community mural projects. This mural is in collaboration with the nonprofit group, All Bikes Welcome, based in Northwest Arkansas. Their mission is to build more racial equity and gender diversity in cycling by providing free and low-cost outdoor programming in the Northwest Arkansas corridor.





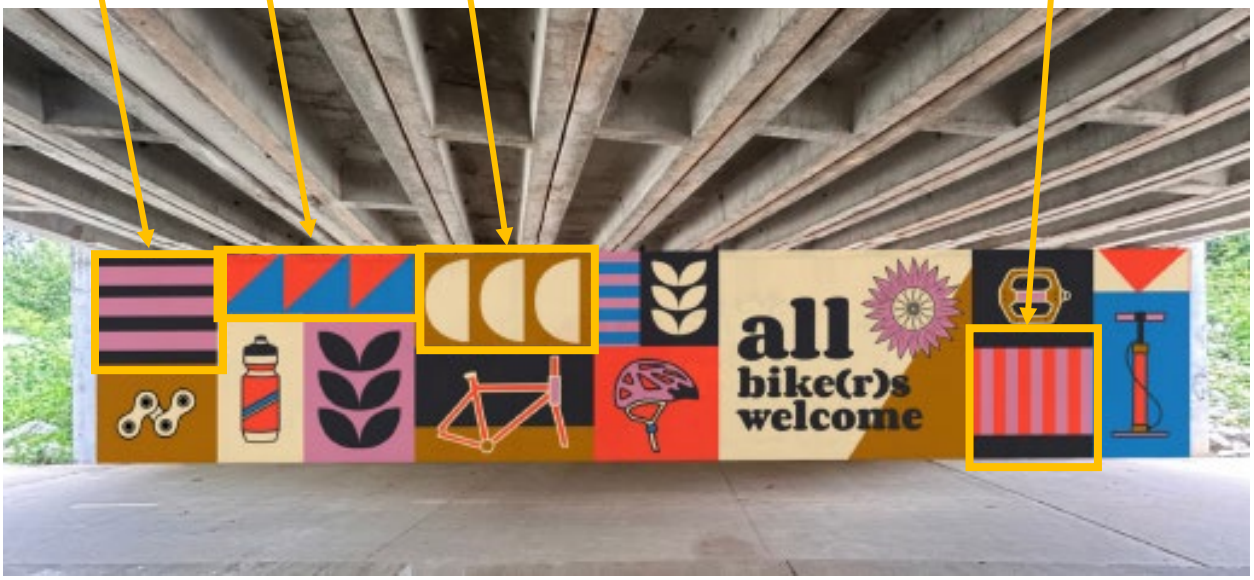
All Biker(s) Welcome:
Areas to be Adjusted

Please adjust the areas outlined in yellow in Image 1 to match the approved design outlined in yellow in Image 2.

Image 1: Artwork Installed



Image 2: Artwork Approved per Agreement



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing to Vacate an Alley Right of Way (VAC25-0015)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for June 24, 2025 to vacate Alley Right of Way located at Lots 16-20 of Mauck-Block Subdivision (VAC25-0015).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

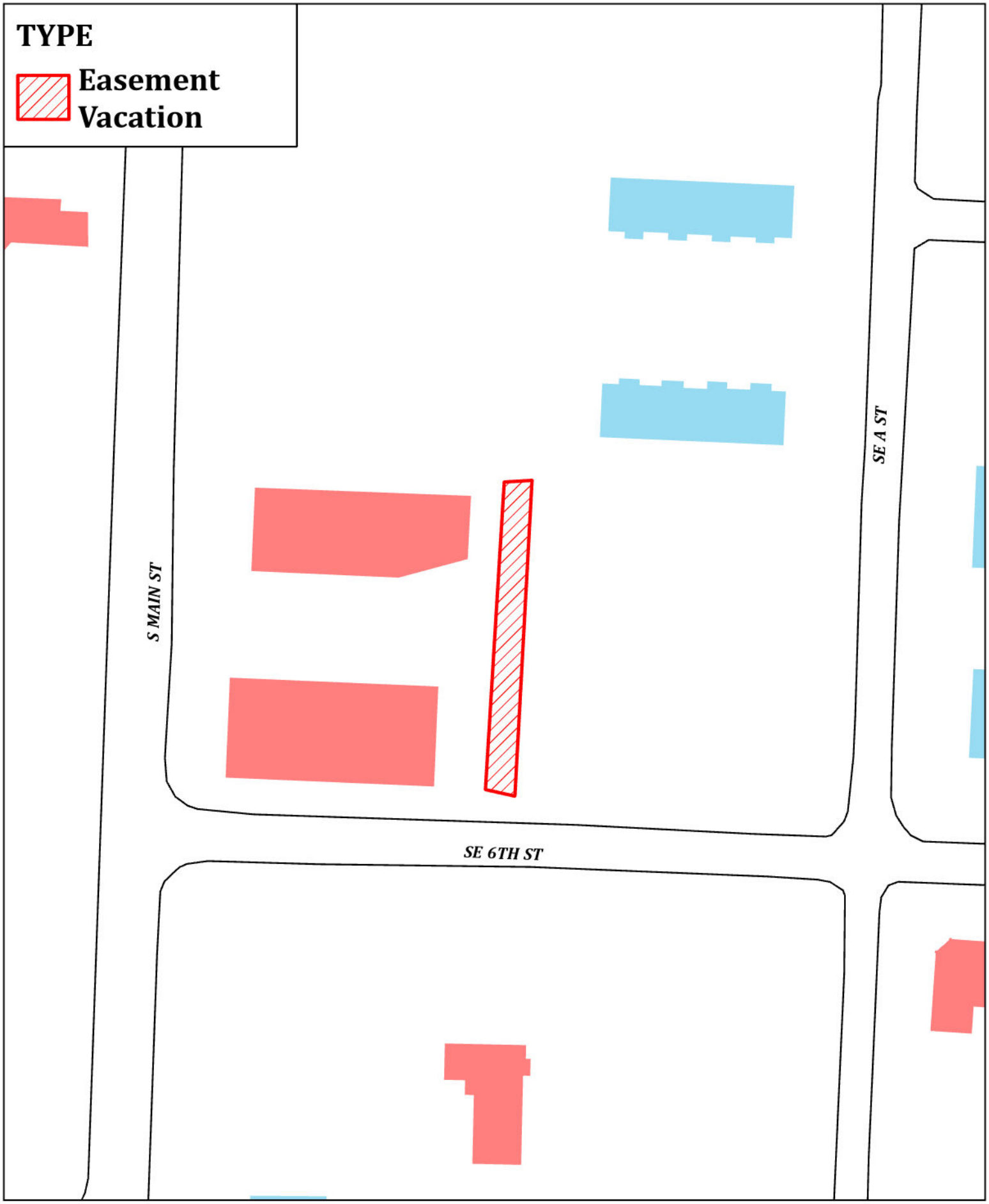
Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC25-0015
Proposed Alley Vacation
540 SE A ST

RESOLUTION NO._____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by City of Bentonville requesting Alley Right-of-Way Vacation (VAC25-0015) within the City of Bentonville, Arkansas be vacated, which said alley right of way is described as follows:

A 14.83 FOOT WIDE PLATTED ALLEY ADJACENT TO THE WEST SIDE OF LOT 16, THE WEST SIDE OF THE WEST 20 FEET OF LOT 17, THE WEST SIDE OF THE WEST 20 FEET OF LOT 20, THE EAST SIDE OF LOT 18A, AND THE EAST SIDE OF LOT 19 OF MAUCK-BLOCK SUBDIVISION AS PER PLAT RECORD G-245 AND PLAT RECORD P1-75 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS.

WHEREAS, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Alley Right-of-Way is set for a hearing June 24, 2025 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2025 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____
Malorie Marrs, City Clerk
Bentonville, Arkansas

_____
Stephanie Orman, Mayor
City of Bentonville, Arkansas

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Kelsi Frederick
Phone:	479-271-3115	**For Department(s):**	Purchasing and Compliance
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

☐ **Informational** ☐ **Bid Award** ☑ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☑ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Resolution to Enter into a Professional Services Agreement with Thompson Consulting Services, LLC
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Thompson Consulting Services, LLC for debris monitoring and disaster recovery services consultanting on an as needed basis. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's Purchasing Policy for professional services. Contract funds will be budgeted if the agreement is utilized. Following the process for RFP-24-80, Thompson Consulting Services, LLC was identified as the most qualified and responsive proposer. The contract is not to exceed $500,000.00 per contract term which is 1 year, renewable annually upon mutual agreement for a maximum term not to exceed 3 years.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☑ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: Mayor Orman and City Council

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: June 10, 2025

SUBJECT: Ordinance Authorizing Agreement with Thompson Consulting Services, LLC for Debris Monitoring and Disaster Recovery Services (RFP-24-80)

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Thompson Consulting Services, LLC, as the selected vendor from Request for Proposal (RFP) 24-80, for Debris Monitoring and Disaster Recovery Services. In response to RFP-24-80, the City received submissions for Debris Monitoring and Disaster Recovery Services. Following the evaluation and selection process, Thompson Consulting Services, LLC was identified as the most qualified and responsive proposer.

This contract will be established with a one (1) year initial term and may be renewed annually, upon mutual written agreement via amendment, for a total period not to exceed three (3) years. Compensation under the agreement will not exceed $500,000.00 per contract term.

The devastating tornadoes that impacted Bentonville and the surrounding region in May 2024 underscored the critical need for preparedness and rapid response capabilities in the face of natural disasters. Having a debris monitoring and recovery contract in place in advance of such events gives the City a significant head start in coordinating response efforts, meeting FEMA and other federal compliance standards, and accelerating community recovery.

Purchasing recommends approval of the ordinance authorizing the Mayor and City Clerk to execute the agreement with Thompson Consulting Services, LLC. Establishing this contract in advance enhances the City's preparedness and positions us for a faster, more efficient, and compliant response in the event of future disasters.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RFP-24-80 Debris Monitoring and Disaster Recovery Services Consultant

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Response time to be mobilized to Bentonville, Arkansas.	**15 points**
2. Qualifications: Experience, Competence and Capability: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to support the monitoring and management of the debris removal contractor in accordance with Federal Emergency Management Agency (FEMA) guidelines as stated herein. • Proposer's should provide past experience, including but not limited to: o Services provided within the last three (3) years. o References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. *Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).*	**35 points**
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.	**25 Points**
4. Staffing Capabilities: • The Proposal must provide a staffing plan for Debris Monitoring and Disaster Recovery Services for the duration of the contract unless the City agrees in writing to modify the assignment. • Consultant must be able to perform the Debris Monitoring and Disaster Recovery Services without delay from other projects and commitments.	**15 Points**
5. Price: • The Proposed Cost of Services, as described herein. • The Proposed Cost of Services must only be conveyed by hourly rates. Deviation from using this unit of measure (hourly rates) may be considered failure to be responsive and the Proposal may be rejected.	**10 Points**

Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-15
2. 1-35
3. 1-25
4. 1-15
5. 1-10

Selection Committee Members:

1. Committee Member #1
2. Committee Member #2
3. Committee Member #3
4. Committee Member #4
5. Committee Member #5
6. Committee Member #6

Submitter's Name: Debris Tech, LLC

Selection Committee Member	**Evaluation Criteria Scores**					**Total**
	Criteria 1 (1-15)	**Criteria 2 (1-35)**	**Criteria 3 (1-25)**	**Criteria 4 (1-15)**	**Criteria 5 (1-10)**	
Committee Member #1	10	25	20	10	5	70
Committee Member #2	15	25	20	10	5	75
Committee Member #3	10	25	20	10	5	70
Committee Member #4	15	32	24	14	10	95
Committee Member #5	12	25	15	10	10	72
Committee Member #6	12	25	20	8	8	73
	Total Points (sum of points: criteria 1-5)					**455**

Submitter's Name: Thompson Consulting Services, LLC

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member #1	12	30	20	12	5	79
Committee Member #2	15	30	20	15	5	85
Committee Member #3	15	30	25	15	10	95
Committee Member #4	15	35	24	8	5	87
Committee Member #5	15	30	20	15	8	88
Committee Member #6	9	20	20	10	5	64
	Total Points (sum of points: criteria 1-5)					**499**

Result Verification

Meghan Dillard, Purchasing & Compliance Specialist: Meghan Dillard **Date:** 02/24/2025

Kelsi Frederick, Purchasing & Compliance Manager: Kelsi Frederick **Date:** 2/24/2025

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: DEBRIS MONITORING AND DISASTER RECOVERY SERVICES CONSULTANT ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Thompson Consulting Services, LLC, hereinafter referred to as "PROFESSIONAL CONSULTANT" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY may need to utilize professional consulting services for disaster clean-up and recovery; and

B. WHEREAS, The CITY has selected the PROFESSIONAL CONSULTANT and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. §19-11-801; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The PROFESSIONAL CONSULTANT has the skill, experience, ability, background, certifications, and knowledge to provide these services; and

E. WHEREAS, The PROFESSIONAL CONSULTANT wishes to perform such professional services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and PROFESSIONAL CONSULTANT agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Project Description", attached hereto and incorporated herein by reference.

ARTICLE II - SCOPE OF SERVICE

Upon issuance of a written Notice to Proceed by the CITY, PROFESSIONAL CONSULTANT agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX B, "Scope of Services" ("SCOPE"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

PROFESSIONAL CONSULTANT shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. PROFESSIONAL CONSULTANT shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay PROFESSIONAL CONSULTANT for all services authorized by inclusion in this AGREEMENT which have been properly performed by PROFESSIONAL CONSULTANT in accordance with this AGREEMENT.

D. All fees paid to PROFESSIONAL CONSULTANT shall be based on invoices submitted by PROFESSIONAL CONSULTANT for work performed under this AGREEMENT, less any previous payments. PROFESSIONAL CONSULTANT shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, PROFESSIONAL CONSULTANT has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify PROFESSIONAL CONSULTANT and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and PROFESSIONAL CONSULTANT shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of PROFESSIONAL CONSULTANT provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to PROFESSIONAL CONSULTANT until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

ARTICLE VI - INSURANCE

A. PROFESSIONAL CONSULTANT shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands, or actions relating to the PROFESSIONAL CONSULTANT's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000,00 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by PROFESSIONAL CONSULTANT, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of PROFESSIONAL CONSULTANT's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors, and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage;

2. Provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

3. Provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. PROFESSIONAL CONSULTANT shall provide thirty (30) days written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for PROFESSIONAL CONSULTANT to perform any required studies, surveys, tests, or other necessary investigations in relation to the PROJECT.

B. PROFESSIONAL CONSULTANT will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies, and investigations.

C. CITY recognizes that PROFESSIONAL CONSULTANT's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of PROFESSIONAL CONSULTANT, at no additional cost to the CITY. In the event that PROFESSIONAL CONSULTANT fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to PROFESSIONAL CONSULTANT.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. PROFESSIONAL CONSULTANT and its PROFESSIONAL CONSULTANTs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title, and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from PROFESSIONAL CONSULTANT's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to PROFESSIONAL CONSULTANT's proprietary standard details that were developed by the PROFESSIONAL CONSULTANT prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose, and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. PROFESSIONAL CONSULTANT shall, upon completion of the services and full payment for the PROFESSIONAL CONSULTANT'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by PROFESSIONAL CONSULTANT pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of PROFESSIONAL CONSULTANT, its employees, associates, agents, and PROFESSIONAL CONSULTANTs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by PROFESSIONAL CONSULTANT, its employees, contractor, agents, and PROFESSIONAL CONSULTANTs.

F. PROFESSIONAL CONSULTANT will retain the PROJECT DOCUMENTS for a period of three (3) years following project completion. During this three (3) year period, any requests for document recovery and reproduction will be assessed a fee in accordance with PROFESSIONAL CONSULTANT's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform PROFESSIONAL CONSULTANT of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which PROFESSIONAL CONSULTANT shall communicate to its employees. PROFESSIONAL CONSULTANT and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, PROFESSIONAL CONSULTANT shall not have any responsibility for overall job safety at the site. If in the PROFESSIONAL CONSULTANT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, PROFESSIONAL CONSULTANT may immediately suspend performance until such safety standards can be attained.

C. PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of PROFESSIONAL CONSULTANT's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to PROFESSIONAL CONSULTANT. In the event suspension or termination is without cause, payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the PROFESSIONAL CONSULTANT, and in the event the CITY and PROFESSIONAL CONSULTANT fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the PROFESSIONAL CONSULTANT's services hereunder at no additional cost other than the payment to PROFESSIONAL CONSULTANT, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by PROFESSIONAL CONSULTANT prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by PROFESSIONAL CONSULTANT under this AGREEMENT. In such event, CITY will notify PROFESSIONAL CONSULTANT in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to PROFESSIONAL CONSULTANT fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, PROFESSIONAL CONSULTANT agrees to indemnify and hold harmless the CITY, its officers, and employees from any loss, damage, liability, or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of PROFESSIONAL CONSULTANT, its affiliates, subsidiaries, employees, agents, assignees, and

subcontractors and their respective employees and agents. PROFESSIONAL CONSULTANT is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the PROFESSIONAL CONSULTANT, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with PROFESSIONAL CONSULTANT's actions. All services to be performed by the PROFESSIONAL CONSULTANT pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The PROFESSIONAL CONSULTANT shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

A. CITY and PROFESSIONAL CONSULTANT agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, PROFESSIONAL CONSULTANT will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for PROFESSIONAL CONSULTANT's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the PROFESSIONAL CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over methods of determining prices, competitive bidding, or market conditions, the PROFESSIONAL CONSULTANT's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the PROFESSIONAL CONSULTANT's experience and qualifications and represent the PROFESSIONAL CONSULTANT's judgement in accordance with the "Standard of Care". The PROFESSIONAL CONSULTANT cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the PROFESSIONAL CONSULTANT.

ARTICLE XVI - APPLICABLE LAWS

PROFESSIONAL CONSULTANT shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations, and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in the Circuit Court of Benton County, Arkansas,

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or PROFESSIONAL CONSULTANT's services.

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void, or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** five hundred thousand dollars and zero cents ($500,000.00), unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and PROFESSIONAL CONSULTANT.

IN WITNESS THEREOF, the CITY and PROFESSIONAL CONSULTANT have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	
CITY	PROFESSIONAL CONSULTANT
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

To support the monitoring and management of the debris removal contractor resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with the Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. In the event of a disaster, the PROFESSIONAL CONSULTANT will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas, waterways, parks, trails, and other public eligible, or designated areas. Additionally, the selected firm will monitor operations of the City's Temporary Debris Staging and reduction sites and/or existing disposal sites and provide grant management consulting to support the monitoring and management of debris recovery.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Assist the PROFESSIONAL CONSULTANT by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to disaster recovery of the PROJECT.
- Pay the PROFESSIONAL CONSULTANT is accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the PROFESSIONAL CONSULTANT.

SERVICES BY THE PROFESSIONAL CONSULTANT

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Coordinate daily briefings, work progress, staffing, and other key items with the CITY.
- Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- Scheduling work for team members and contractors on a daily basis
- Hiring, scheduling, and managing field staff.
- Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- Assisting the City with responding to public concerns and comments.
- Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- Shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated.
- Ensure that trucks are appropriately loaded and that non-eligible debris is not mixed in with the loads.
- Develop daily operational reports to keep the CITY informed of work progress.
- Development of maps, GIS application, etc. as necessary.
- Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the CITY for processing.
- Evaluate and document Debris generated by a disaster event. This includes debris by type, general quantities, and locations. Evaluations should be supported by GIS and other digital platforms and organized in a format applicable to FEMA Preliminary Damage Assessments (PDA).
- Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the CITY.
- PROFESSIONAL CONSULTANT is expected to ensure traffic control safety is being followed in accordance with City standards and State laws.
- The CITY has the right to inspect any and all processes being carried out under this proposal.
- Provide applicable documentation, technical assistance, and guidance necessary to pursue and support the reimbursement of costs incurred from any applicable grant programs. Such services may include Damage

Assessment, Mitigation, Project Formulation and Costing. Grant Development and Management, Reimbursement Support Services and Appeals and Audit Support.

- All actions shall be performed in accordance with current Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Occupational Safety and Health Administration (OSHA), and State of Arkansas requirements in coordination with the CITY.
- Subcontracting of services by the PROFESSIONAL CONSULTANT shall have prior approval of the CITY.

APPENDIX C
FEES AND SCHEDULE

SECTION 5
Proposed Cost of Performing Services

Proposed Rates

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the City for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Thompson is pleased to provide the following hourly rates to perform debris monitoring and disaster recovery consulting services for the City of Bentonville.

Table 5-1: Debris Removal Monitoring Hourly Rates[i]

Positions		Hourly Rates	
1.	Project Manager	$	98.98
2.	Operations Manager	$	89.18
3.	Environmentalist Specialist	$	77.20
4.	Data Manager	$	69.00
5.	Field Supervisors	$	57.82
6.	Debris Monitors	$	36.26
7.	Clerical Assistant	$	30.00
8.	Automated Debris Management System (ADMS)	$	3.00

Table 5-2: Post-Disaster Grant Program Consulting Services[i]

Positions		Hourly Rates	
1.	Legislative Affairs Consultant	$	150.00
2.	Project Manager	$	142.50
3.	Senior Grant Management Consultant	$	139.93
4.	Grant Management Consultant	$	120.00
5.	Environmental Scientist (Regulatory Support)	$	98.98
6.	Grant Management Specialist	$	98.00
7.	Grant Management Analyst	$	65.00
8.	Field Site Inspector	$	52.00

[i] All travel expenses (air fare, lodging, car rental) shall be reimbursed based on actual cost. Mileage and Meal reimbursement shall be made at actual cost or per GSA reimbursement and per diem rates.

APPENDIX D
CONSULTANTS SUBMISSION TO RFP-24-80



Electronic Copy

City of Bentonville, Arkansas

Request for Proposal No. RFP-24-80

Debris Monitoring & Disaster Recovery Services Consultant

Due Date / Time: January 21, 2025 | 4:00 pm

thompson
CONSULTING SERVICES

thompson
CONSULTING SERVICES

January 21, 2025

City of Bentonville Administrative Services Bldg.
Attn: Purchasing Department – 2nd Floor
1000 SW 14th Street
Bentonville, AR 72712

RE: REQUEST FOR PROPOSAL NO. RFP-24-80 FOR DEBRIS MONITORING & DISASTER RECOVERY SERVICES CONSULTANT

Dear Members of the Selection Committee,

Thompson Consulting Services, LLC (Thompson) is pleased to submit the enclosed proposal to provide the City of Bentonville, Arkansas (City) with professional debris monitoring and disaster recovery services. Thompson is a full-service emergency management planning, response, disaster recovery and grant management consultancy. Our consultants have over **75** years of combined experience in supporting local and state agencies in response to hurricanes, tornados, floods, ice storms, wildfires, earthquakes, rockslides, oil spills and other natural disasters. Our approach to providing disaster response, assessment, and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the City with debris monitoring and disaster recovery services for the following reasons:

CITY OF BENTONVILLE DISASTER RESPONSE EXPERIENCE: Thompson has previously assisted the City with debris monitoring and disaster recovery services following the impacts of severe storms in **2024**. Our experience with the City includes the substantiation of approximately **343,000** cubic yards of debris from the right-of-way, parks and trails, and waterways throughout the City. Thompson understands the diverse geography of the City and the unique operational needs and the challenges the City may face prior to and following a future disaster event.

POST-DISASTER DEBRIS REMOVAL MANAGEMENT & FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than **$4.5** billion of debris removal funding on behalf of more than **345** local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the City that we will stand by our work from project inception to regulatory closeout and audit.

DELIVERY EFFICIENCY & AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes the documentation of over **165** million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency through the use of our automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data, such as employee credentialing, equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting to the City. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with

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A THOMPSON HOLDINGS, INC. COMPANY

"lower" hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative.

ABILITY & EXPERIENCE OF PROFESSIONAL PERSONNEL: Thompson's consultants are amongst the most educated, qualified, and dynamic in the industry, having responded to some of the most devastating incidents to impact the United States. Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches, and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With 26 corporate and branch offices across the United States including a corporate office in the City of Maitland, Florida, we will be able to deploy staff and resources within 24 hours of receiving a notice to proceed. Thompson is set-up to quickly adapt to the uncertain and changing needs of the City and understands that this ability to rapidly respond to the City is of paramount importance.

LOCAL PREFERENCE FOR HIRING MONITORS: It is Thompson's intent to fill temporary debris monitoring positions with City residents in need of work. Thompson will provide qualified residents with safety training and job training with experienced debris monitoring supervisors. We will make sure that all local hires are thoroughly and properly trained prior to being deployed to monitor a debris removal crew. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

COMMITMENT TO SAFETY & QUALITY: Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screening for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be responsive to the City's debris monitoring and disaster recovery services needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with the Arkansas Department of Emergency Management and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to continue to serve as your debris monitoring and disaster recovery services provider and stand prepared to exceed the service expectations that the City has established.

Best regards,

[redacted] **SERVICES, LLC**

AUTHORIZED POINTS OF CONTACT:

Jon Hoyle, President
O: 407.792.0018 |C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407.792.0018 |C: 407.619.2781 |F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

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City of Bentonville, Arkansas

Request for Proposal No. RFP-24-80

Debris Monitoring & Disaster Recovery Services Consultant

Cover Letter

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SECTION 1
General Requirements

As requested, Thompson has provided responses to address items listed in the Qualifications Criteria section within the City's RFP.

Firm Overview

Thompson Consulting Services, LLC is a full-service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our wholly-owned affiliate companies Thompson Engineering, Inc., Watermark Design Group and Meyer Engineers Ltd. Thompson offers an array of services through our family of companies, from specializing in debris removal monitoring and documentation, grant application and development, infrastructure, and housing mitigation; to full service engineering, environmental consulting, surveying, and construction support services; and a full complement of architectural, planning and interior design services.

THOMPSON FAMILY OF COMPANIES



What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with corporate and branch offices throughout the southeastern United States. Our ongoing success and growth, consistent project delivery, and commitment to 100% client satisfaction can be traced back to when our founder established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

As a 100% employee-owned company with more than 550 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Bentonville, Arkansas (City).

Years of Experience

Thompson was founded in 1953 and has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation conduct monitoring, QA/QC,

and inspection services for a variety of engineering, construction, environmental and disaster recovery projects. In 2011, Thompson Consulting Services, LLC was formed to focus solely on disaster preparedness, response, and recovery service offerings, including debris removal monitoring. In 2022, Thompson Holdings acquired Meyer Engineers, Ltd., a leading engineering/architectural firm based in Louisiana. Thompson brings over 71 years of experience to the City through our family of companies and personnel.

Office Locations

With 26 corporate and satellite offices scattered throughout the Southeast United States, Thompson has the resources and capabilities to support the City's debris monitoring and disaster recovery needs from near and afar. In addition, Thompson is experienced and capable of establishing additional field offices within the City should the need arise.

The City's contract will be serviced from Thompson's corporate office in Maitland, Florida and supported by our various offices. The locations of all Thompson's offices are provided below.

- Atlanta, Georgia
- Baton Rouge, Louisiana
- Chattanooga, Tennessee
- Clarksville, Tennessee
- Daphne, Alabama
- Dothan, Alabama
- Evergreen, Alabama
- Harriman, Tennessee
- Helena, Alabama
- Houston, Texas
- Jackson, Mississippi
- Kenner, Louisiana
- Knoxville, Tennessee
- Lake Charles, Louisiana
- Maitland, Florida
- Metairie, Louisiana
- Millington, Tennessee
- Mobile, Alabama
- Moss Point, Mississippi
- Orange, Texas
- Pelham, Alabama
- Pensacola, Florida
- Raleigh, North Carolina
- Richland, Mississippi
- Savannah, Georgia
- Troy, Alabama

Mobile Office Capabilities

Thompson knows immediately following a disaster incident access to a project operations office and communications infrastructure is critical to building a local workforce, however with the potential for office facilities and hotels being damaged

FIRM DATA SUMMARY

FIRM NAME

Thompson Consulting Services, LLC

ADDRESS

2601 Maitland Center Parkway
Maitland, Florida 32751

PHONE | FAX

407-792-0018 | 407-878-7858

WEBSITE

www.thompsoncs.net

EMAIL

info@thompsoncs.net

YEAR ESTABLISHED

2011

STATE OF FORMATION

Delaware

FEDERAL ID NO.

45-2015453

SAM UEI | CAGE CODE

QE8ZDM1CLE77 | 7NZ42

DUNS NO.

968677158

E-VERIFY ID

1111126

OFFICERS

Jon Hoyle, President
Nate Counsell, Executive VP
John H. Baker, III, BOM
Chad Brown, BOM

in the event, it is imperative to have a reliable alternative. Therefore, Thompson has invested in a fully functional mobile field office that can be utilized to implement initial debris removal monitoring operations regardless of environmental conditions.

We can travel directly to impacted communities and implement onboarding and equipment staging from the mobile field office, and with integrated satellite capabilities, our mobile office can serve as a communication center. Thompson's mobile field office is also beneficial when trying to onboard field personnel and establish field operations in remote locations.

Thompson deployed our mobile field office following Hurricanes Laura, Sally, Delta, and Zeta in 2020, Hurricane Ida in 2021, Hurricane Ian in 2022, and Hurricanes Beryl and Helene in 2024.

Conflicts & Coverages

Thompson has no known conflicts of interest in representing the City in the full capacity of the scope of services as requested. In addition, Thompson has the capacity to obtain and maintain all insurance requirements set forth by the City. Evidence of coverage has been provided in Section 3, Insurance.

Disaster Response Experience

Thompson has provided disaster response and recovery services to over 345 federal, state, and local government entities in planning for and responding to a variety of disaster incidents, such as hurricanes, tornados, floods, ice storms, wildfires, earthquakes, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 75 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 165 million cubic yards of debris and our clients successfully applying for and retaining more than $4.5 billion of federal grant funding for debris removal.

Thompson's consultants have performed debris monitoring and grant administration services for over 65 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below, and a comprehensive staff experience matrix has been provided as Exhibit 1-1 following this section.

Table 1-1: Funding Administered by Disaster

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Debby (FEMA DR-4806, 4821)	2024	TBD	Winter Storm Pandora (FEMA DR-4211)	2015	$750,000
Hurricane Beryl (FEMA DR-4798)	2024	TBD	Winter Storm Pax (FEMA DR-4166)	2014	$200,000,000
Hurricane Idalia (FEMA DR-738, 4734)	2023	$46,400,000	Hurricane Sandy (FEMA DR-4085-4086)	2012	$250,000,000
AL Severe Storms (FEMA DR-4684)	2023	$5,800,000	Hurricane Isaac (FEMA DR-4080-4081)	2012	$2,000,000
New Mexico Wildfires (FEMA DR-4652)	2022	TBD	Indiana Tornados (FEMA DR-4058)	2012	$2,500,000
Hurricane Ian (FEMA DR-4673)	2022	$311,100,000	Hurricane Irene (FEMA DR-4024)	2011	$4,500,000
KY Severe Storms (FEMA DR-4630)	2021	$138,700,000	Alabama Tornados (FEMA DR-1971)	2011	$25,000,000
Hurricane Ida (FEMA DR-4611)	2021	$283,300,000	Iowa Flooding (FEMA DR-1763)	2010	$1,640,325
Hurricane Zeta (FEMA DR-4576)	2020	$23,000,000	MA Snow Storm (FEMA DR-1813)	2009	$896,475
Hurricane Sally (FEMA DR-4563,4564)	2020	$180,000,000	Hurricane Ike (FEMA DR-1791)	2008	$445,504,160

Disaster	Year	Grant Funds Administered	Disaster	Year	Grant Funds Administered
Hurricane Laura (FEMA DR-4559)	2020	$48,000,000	Hurricane Gustav (FEMA DR-1786)	2008	$19,374,540
Hurricane Dorian (FEMA DR-4465)	2019	$5,000,000	Hurricane Dolly (FEMA DR-1780)	2008	$17,241,000
Hurricane Michael (FEMA DR-4399, 4400)	2018	$40,000,000	Missouri Ice Storm (FEMA DR-1676)	2007	$31,523,000
Hurricane Florence (FEMA DR-4393, 4394)	2018	$12,000,000	New York Winter Storm (FEMA DR-1665)	2006	$20,700,000
Hurricane Maria (FEMA DR-4339)	2017	$44,600,000	Hurricane Wilma (FEMA DR-1609)	2005	$214,491,000
Hurricane Irma (FEMA DR-4337, 4338)	2017	$100,000,000	Hurricane Rita (FEMA DR 1606)	2005	$96,000,000
Hurricane Harvey (FEMA DR-4332)	2017	$20,000,000	Hurricane Katrina (FEMA DR 1602-1604)	2005	$914,304,040
Hurricane Matthew (FEMA DR-4283-86)	2016	$100,000,000	Hurricane Ivan (FEMA DR-1551)	2004	$243,332,500
Louisiana Severe Flooding (FEMA DR-4277)	2015	$65,000,000	Hurricane Frances (FEMA DR-1545)	2004	$5,000,000
SC Severe Flooding (FEMA DR-4241)	2015	$35,000,000	Hurricane Charley (FEMA DR-1539)	2004	$97,085,850

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures.

Past Performance

Experience with the City of Bentonville

Thompson has served as the City's debris monitoring and disaster recovery services provider since 2024 following the impacts of severe storms, tornados, and flooding. After receipt of a notice-to-proceed, Thompson immediately deployed equipment and personnel to begin recovery operations as quickly as possible. The City performed debris removal throughout City right-of-way, parks and trails debris, and waterways. Overall, Thompson assisted the City substantiate the removal of over 343,000 cubic yards of debris, 2,900 tons of debris, and approximately 2,000 hazardous limbs, trees, and stumps.

In addition, Thompson is assisting the City with the recovery of FEMA Public Assistance (PA) funding. The City's damages included Category A-G work with Thompson supporting submittals for emergency protective measure, debris removal, roads and bridges, parks and utilities, and buildings/equipment as well as providing recovery management services and expediting projects that total over $18 million.

Thompson understands the challenges the City faces in the event of a future disaster, and we have first-hand experience working with the various City departments during disaster recovery efforts.

Similar Project History

The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management, and FEMA reimbursement.

22+

projects documenting over 1M CY of debris

City of Houston, Texas — May 2024 – Present

Debris Removal Monitoring, PPDR & FEMA PA Support — Debris Quantity: 5,680,000 CY

Contact: Mark C. Wilfalk, CPM, Director, Solid Waste
611 Walker Street, Houston, TX 77002
832-393-9454 | Mark.Wilfalk@Houstontx.gov

2024 Hurricane Beryl: Following the devastating impacts of Hurricane Beryl, Thompson was tasked with providing debris monitoring and disaster recovery cost reimbursement services on behalf of the City. Thompson has worked closely with the City as well as the City's debris removal contractors during simultaneous activations for multiple declared disasters, ensuring waste operations are documented separately. Debris removal operations from City right-of ways and private gated communities are ongoing, and thus far Thompson has monitored the removal of over 3,680,000 cubic yards of debris as well as the removal of 50,000 hazardous hanging or leaning limbs and trees throughout the City.

Thompson is also assisting the City with the recovery of FEMA Public Assistance (PA) funding. The City's damages included Category A-B work and Category Z work, with Thompson supporting submittals for emergency work expenditures as well as providing recovery management services, developing cost estimates, calculating departmental force account labor and equipment, successfully requesting Immediate Needs Funding (INF), and expediting projects that total over $105 million.

2024 Severe Storms, Straight-line Winds, Tornadoes, and Flooding: Thompson was activated by the City to perform disaster debris removal monitoring services following severe storms, straight-line winds, tornadoes, and flooding. Thompson was able to immediately mobilize equipment and begin hiring local residents to serve as temporary debris monitors following a notice-to-proceed. Operations are ongoing, however thus far, Thompson has monitored the removal of over 2 million cubic yards of debris as well as the removal of over 29,000 hazardous and hanging limbs, trees, and stumps throughout the City. This includes over 25,000 cubic yards of debris and over 5,000 limbs and trees from City maintained parks and trails.

In addition, Thompson is currently assisting the City in the preparation and calculation of departmental force account labor and equipment, as well as submitting and processing PWs and Immediate Needs Funding (INF) requests for FEMA review and reimbursement. Thompson is ultimately supporting the City in applying for the reimbursement of over $40 million in federal funds.

City of Fort Myers, Florida — 2017, 2022, 2024

Disaster Debris Removal Monitoring — Debris Quantity: 1,243,000 CY

Contact: Nicole Monahan, P.E., City Engineer – Public Works
2200 Second Street, Fort Myers, FL 33901
239-321-7459 | nmonahan@cityftmyers.com



Thompson has maintained a stand-by debris monitoring services contract with the City of Fort Myers since 2017. Since then, Thompson has supported the City in preparedness efforts and maintained operational readiness in the event of a federally declared disaster or activation.

2024 Hurricanes Helene & Milton: Back-to-back hurricanes in September and October of 2024 caused significant damage and loss of life across the southeastern Untied States. The City activated Thompson's stand-by contract for debris monitoring services, and Thompson immediately mobilized to begin supporting debris removal operations. Following both disasters, Thompson substantiated the removal of over 72,644 cubic yards of debris from the City.

2022 Hurricane Ian: Thompson assisted the City with their debris removal operations following the impacts of Hurricane Ian. Thompson was able to immediately respond to the City following a notice to proceed and began training local residents as debris removal monitors. Overall, Thompson monitored, documented, and

substantiated reimbursement for the removal of 838,000 cubic yards of debris and over 7,335 hazardous limbs and trees.

2017 Hurricane Irma: Following the devastating impacts of Hurricane Irma, the City activated Thompson to perform debris removal monitoring services. Thompson deployed resources and staff immediately to begin debris removal operations as quickly as possible. Thompson monitored the removal of over 332,000 cubic yards of debris and 3,136 hazardous limbs and trees from the City completing operations in under 90 days.

U.S. Army Corps of Engineers (USACE), Louisville District — Dec. 2021 – Apr. 2022

Disaster Debris Removal Monitoring — Debris Quantity: 442,000 CY

Contact: Jason Phillips, P.E. – Resident Engineer
865 Bastogne Ave., Fort Campbell, KY 42223
931-263-2326 | Jason.b.phillips@usace.army.mil

2021 Tornado: In December of 2021 Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. The County and City called on the United States Army Corps of Engineers (USACE) to facilitate disaster debris removal efforts. As part of the USACE debris removal mission, Thompson served as the debris removal monitoring firm on behalf of the USACE's selected debris removal contractor.

Thompson provided comprehensive project management support including field debris monitoring, safety management, quality assurance, project reporting, mapping, data management, and invoice reconciliation support. In addition to deploying Thompson's experienced management team and debris monitoring staff, Thompson hired and trained more than 35 Graves County and City of Mayfield residents to support the operation. In total, Thompson monitored the removal of more than 433,000 cubic yards of vegetative, construction and demolition, and concrete debris from the County and City.

New Mexico Department of Transportation — Oct. 2022 – Ongoing

Debris Removal & Assessment/Restoration Monitoring / FEMA PA

Contact: John Romero P.E., Highway Operations Division Director
1120 Cerrillos Road, Santa Fe, NM 87504-1149
505-470-3777 | John.Romero4@dot.nm.gov



2022 Wildfires, Flooding, and Mudflows: Thompson was selected by the New Mexico Department of Transportation (NMDOT) to provide program management, disaster monitoring, and grant funding/management services following wildfires, flooding, and mudflows in 2022. Thompson's initial assignment was the program management and monitoring of debris removal and fire-damaged trees from NMDOT roads and county roads in San Miguel and Mora Counties. Nearly 10,000 dead or dying trees were identified by Thompson arborists and removed by the NMDOT contractor. Thompson was also tasked by NMDOT to provide program management and monitoring services for acequias that entered into a Memorandum of Agreement (MOA) with NMDOT. Once an MOA was established, Thompson conducted site assessments of an acequia and worked with the NMDOT contractor to develop a detailed scope of work document that included the estimated linear feet for debris removal, access points, and types of equipment to be used to complete the work. The third phase of program management and monitoring services provided to NMDOT was the management and monitoring of private property debris removal. FEMA and the United States Army Corps of Engineers (USACE) requested NMDOT to take on the remaining and new applications for private property and structural demolition debris removal services. As a result, Thompson has been tasked with supporting NMDOT with the program management of Private Property Debris Removal (PPDR). Thompson's PPDR services include parcel assessments, hazard tree assessments, asbestos testing, historic and environmental compliance reviews, and debris removal monitoring.

In addition, Thompson has assisted the NMDOT in seeking over $64,000,000 in disaster related reimbursement costs, which includes direct cost recovery for State highways ($49M) and MOU coordination with Mora and San Migel Counties ($10M). As part of full-service grant management services, Thompson is also assisting the NMDOT with a $25M FEMA Claims Office request related to State Highway damages.

City of Sand Springs, Oklahoma — July – August 2023

Severe Storms and Derecho — Debris Quantity: 96,000 CY

Contact: Mike Carter, City Manager
100 E. Broadway, Sand Springs, OK
918-246-2500 ext. 2502 | mscarter@sandspringsok.com

2023 Severe Storms & Derecho: The City of Sand Springs was battered with violent, tornado-like winds from a strong storm causing widespread vegetative debris throughout the City. Following activation and a notice to proceed from the City, Thompson immediately began coordinating with the City's debris hauler and implementing operations. Thompson documented the collection and disposal of vegetative debris, as well as hazardous limbs, trees and stumps resulting in the substantiation of nearly 96,000 cubic yards of debris, 1,500 hazardous limbs, 66 trees and 25 stumps, Thompson certified 36 pieces of equipment and worked closely with the debris removal contractor and the City to complete debris removal operations in 45 days.

City of Fort Lauderdale, Florida — 2017, 2020, 2023

Hurricane Irma Debris Removal Monitoring / PPDR — Debris Quantity: 781,000 CY

Contact: Melissa Doyle, Program Manager
700 NW 19th Avenue, Fort Lauderdale, FL 33311
954-828-6111 | mdoyle@fortlauderdale.gov



Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

2023 Severe Flooding: Following a catastrophic county wide flooding event, Thompson assisted the City of Fort Lauderdale with its recovery efforts, including providing debris removal monitoring, policy guidance, floodplain management reporting and FEMA public assistance claims. Thompson was able to respond to the City immediately by deploying personnel and equipment resources, ensuring project operations began as expeditiously as possible. Thompson monitored the removal of over 41,000 cubic yards of debris, completing debris removal operations in less than thirty (30) days. Thompson continues to support the City in their federal reimbursement recovery.

COVID- 19: Thompson is currently supporting the City of Fort Lauderdale with its recovery of grant funds to support the City's COVID-19 pandemic response efforts. This includes Category B costs related to the City's labor, equipment and material use for pandemic response costs as well as the establishment of temporary non-congregate shelters. Thompson has maintained an active knowledge of the disaster-specific guidance issued by FEMA for the COVID-19 declarations and continues to support the City as FEMA mobilizes to begin administering its PA program. Additionally, Thompson is coordinating with the City to identify its expenditures and potential grant funding opportunities, such as those available through the US Department of Health and Human Services (HHS) and the Center for Disease Control (CDC).

2017 Hurricane Irma: In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris

operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 740,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10-foot piles of sand covering the iconic Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

City of Topeka, Kansas — Aug. – Sep. 2024

Disaster Debris Removal Monitoring — Debris Quantity: 62,350 CY

Contact: Travis Tenbrink, City of Topeka Forester
201 NW Topeka Blvd., Topeka, KS 66603
785-368-0914 | ttenbrink@topeka.org

2024 Severe Storms: Thompson assisted the City with their debris removal operations in response to severe storms, which produced extremely strong and damaging winds. Following a notice-to-proceed, Thompson immediately engaged with the City to begin onboarding and training local residents to serve as temporary debris removal monitors. Thompson coordinated closely with the City and City contractors to start recovery efforts as quickly as possible. Overall, Thompson monitored the removal of approximately 62,350 cubic yards of debris from City rights-of-way completing operations in less than thirty (30) days. During project operations, Thompson certified the use of eighteen (18) pieces of debris removal and hauling equipment and engaged over twenty-five (25) local residents to assist in the City's recovery.

City-Parish of East Baton Rouge, LA — 2016, 2019, 2020, 2021, 2024

Debris Removal Monitoring & PPDR — Debris Quantity: 3,179,400 CY

Contact: Adam M. Smith, P.E., Interim Director
222 Saint Louis St, Ste 816, Baton Rouge, LA 70802
225-389-4865 | amsmith@brla.gov



2024 Hurricane Francine: Most recently, the City-Parish again turned to Thompson to assist in recovery operations following the impacts of Hurricane Francine. Thompson mobilized staffing teams and equipment to the City-Parish in order to begin operations as quickly as possible. The City-Parish carried out right-of-way debris removal programs. Thompson monitored the removal of over 33,000 cubic yards of debris and hired over forty (40) temporary personnel to serve as debris removal monitors. The City-Parish was able to complete operations in less than 30-days.

2021 Hurricane Ida: Thompson's stand-by debris monitoring contract was activated following the devastating effects of Hurricane Ida. The City-Parish suffered widespread damage to due destructive winds and severe flooding. Thompson was able to respond immediately, mobilizing personnel and resources to the City-Parish. Thompson oversaw the collection and disposal of over 1 million cubic yards of debris.

2021 Severe Winter Storm: The City-Parish was severely impacted by a rare ice storm that leaving widespread vegetative debris, downed power lines, and a multitude of hazardous hanging or downed limbs and trees. Thompson monitored the removal of over 84,300 cubic yards of debris as well as the removal of over 4,712 hazardous hanging hanging/leaning limbs and trees from City-Parish rights-of-way. Thompson was able to complete operations in less than 45-days.

2020 Hurricane Delta: The City-Parish once again called on Thompson to assist in the recovery operations following Hurricane Delta. Thompson deployed equipment and began hiring local field staff to monitor debris removal operations. Overall, Thompson substantiated the removal of over 97,100 cubic yards of debris.

2019 Hurricane Barry: Following Hurricane Barry in 2019, the City-Parish activated Thompson to assist in monitoring and documenting debris removal efforts. Thompson immediately mobilized to the Parish and began implementing debris removal monitoring operations. In just two weeks, Thompson substantiated nearly 35,000 cubic yards of debris and assisted the Parish in a swift and efficient recovery operation.

2016 Severe Flooding: In August 2016 prolonged severe storms caused massive flooding throughout the City-Parish leaving over 60,000 homes damaged or destroyed. As the flood waters subsided the City-Parish activated their debris removal hauler and monitor, Thompson, to assist in the monumental effort of managing the removal of debris generated from the thousands of flooded homes. Thompson oversaw the collection of more than 1.9 million cubic yards of constructing and demolition (C&D) debris throughout the City-Parish.

In addition, Thompson worked closely with the City-Parish and the debris removal hauler to design and implement a comprehensive Private Property Debris Removal Program for extended ROW collection. Thompson canvassed neighborhoods distributing right-of-entry forms and staffed multiple libraries and community centers to assist homeowners in completing the required paperwork. Once ownership of the property was verified, Thompson logged the record into TDMS and provided the debris removal contractor with a list and map of properties approved for PPDR. Over 1,450 right-of-entry forms were processed for extended collection.

City of Norman, Oklahoma — Nov. 2020 – Feb. 2021

Disaster Debris Removal Monitoring — Debris Quantity: 572,000 CY

Contact: Shawn O'Leary, Public Works Director
201 West Gray, Bldg. A , Norman, OK 73069
405-366-5453 | shawn.oleary@normanok.gov

2020 Ice Storm: The City of Norman was severely impacted by a rare ice storm in 2020, causing widespread damage and generating large amounts of vegetative debris. Following an emergency procurement period, the City chose Thompson as their debris monitoring services contractor. Thompson was able to immediately deploy personnel and resources to the City in order to begin monitoring debris removal operations. Overall, Thompson substantiated the removal and disposal of over 572,000 cubic yards of debris on behalf of the City and over 10,000 hazardous limbs and trees.

Thompson supported the City in administering special debris removal programs including debris removal within City parks and gated communities. Over 4,150 cubic yards of debris and over 725 hazardous limbs and trees were removed form the City's parks.

Emanuel County, Georgia — Oct. 2024 – Present

Disaster Debris Removal Monitoring & Parks Projects — Debris Quantity: 802,000 CY

Contact: L. Guy Singletary, County Administrator
124 North Main Street, Swainsboro, GA 30401
478-237-3881 | lgsingletary@emanuelco-ga.gov

2024 Hurricane Helene: Several states across the Southeastern United States, including Georgia, were impacted by severe and widespread destruction and loss of life following Hurricane Helene. Emanuel County suffered significant damage and was in need of immediate assistance from disaster recovery consultants. Under an

exigent services agreement, Thompson deployed personnel and equipment immediately beginning operations as quickly as possible. Thompson provided debris removal monitoring services including assisting the County perform right-of-way debris removal, parks and schools debris removal, and hazardous limbs and trees removal projects. To date, Thompson has substantiated the removal of approximately 802,000 cubic yards of debris from County right-of-way as well as 48,112 hazardous limbs and trees.

Federal & State Reimbursement Experience

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years and understanding of current federal disaster recovery guidelines and procedures. We have a comprehensive understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

4.5+
billion in federal grant funding

Hurricane Matthew – Florida, 2016: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's grant management consulting activations were spread across Florida from the Gulf to Atlantic coasts. Our clients included the City of Ormond Beach and City of Daytona Beach among others who continue to call upon Thompson in their time of need. Though primarily a debris-generating event, Thompson assisted clients with the preparation of projects for both emergency and permanent work, including building repairs, large debris removal claims and complex Category B force account emergency protective measure projects.

Hurricane Irma – Florida, 2017: Hurricane Irma was one of the largest storms to impact Florida since the 2004 hurricane season. Thompson assisted clients across the State, most notably Volusia County, the City of Lakeland, the Solid Waste Authority of Palm Beach, and the City of Fort Lauderdale. Thompson was tasked with documentation reconciliation, project development, cost estimating and closeout support for more than $100M in FEMA Public Assistance reimbursement claims.

Hurricanes Laura, Sally & Zeta – Louisiana, Alabama & Florida, 2020: In the midst of the COVID-19 Pandemic, numerous Thompson clients were impacted by multiple hurricanes over a two-month period. In addition to Grant and Winn Parishes, Louisiana, both Orange Beach, Alabama and Escambia County, Florida were significantly impacted and suffered widespread debris, significant emergency protective measure costs and permanent damages. Thompson provided damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to support simultaneous activations across the three states accounting for recovery funding totaling over $160M.

Hurricane Ian & Tropical Storm Nicole, 2022: The State of Florida suffered from the impacts of Hurricane Ian and Tropical Storm Nicole which occurred within months of each other and caused widespread damage. Thompson simultaneously assisted 28 of our clients in their debris removal operations and provided FEMA Public Assistance services including damage assessment, cost estimating support, invoice reconciliation, procurement assistance, PW submittal and other tasks to Brevard County, City of Fort Lauderdale, City of Port Orange, and the City of Ocoee.

Wildfire Support New Mexico, 2023: Following devastating wildfires that spread across New Mexico, the New Mexico Department of Transportation (NMDOT) selected Thompson to provide program management, disaster monitoring, and Public Assistance grant management services following wildfires, flooding, and mudflows that impacted the State. To date, Thompson has assisted the New Mexico

Department of Transportation (NMDOT) with over $64M in disaster related costs. This support has expanded to support cost recovery for State highways ($49M) as well as Mora and San Migel Counties ($10M), and cultural organizations including the New Mexico Acequia Association. As part of full-service grant management services, Thompson is also assisting the NMDOT with a $25M FEMA Claims Office request related to State Highway damages.

FEMA Performance Record

Thompson is proud to have a **100%** success rate with adhering to FEMA Public Assistance regulations. Thompson does not have any closed, active, or pending FEMA disputes, audits, or lawsuits. In addition, Thompson is not aware of any denials for eligible service/work items performed for our clients. ***Thompson will assist the City on an as-needed basis throughout the audit process to help ensure the City recovers funding for all eligible work.***

Staff Overview

Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. Our personnel are disaster recovery and response experts, business, and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over **550** multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs.

Personnel by Discipline

Grant/Financial Consultants	30	Environmental Engineers	2
Debris Project Managers	30	Geologists	9
Debris Supervisors	50	Scientists/Environmental	6
On-call Debris Monitors	1000	Construction Inspectors	167
Construction Managers	7	Landscape Architect	2
Architects	6	Professional Land Surveyors	11
Civil Engineers	60	Sanitary Engineer	4
Cost Engineer / Estimator	2	Safety / Occupation Health Engineer	4
Structural Engineers	11	Scheduler	2
Geotechnical Engineers	11	Mechanical Engineer	1
Transportation Engineers	12	Hydraulic Engineer	3
GIS Specialist	6	Support Staff	100

With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry.

In addition, Thompson maintains a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that are available to support the implementation and management of debris removal monitoring operations. Thompson holds a network of more than **150** on-call debris removal monitoring managers and supervisors and more than **1,000** inspectors.

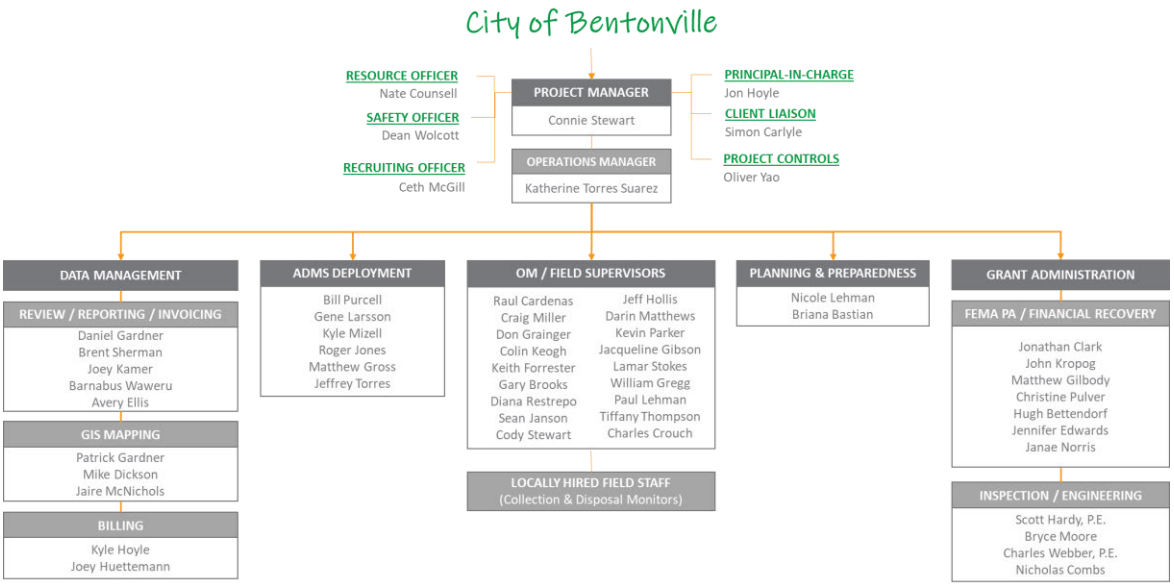
Dedicated Project Team

Thompson is committed to staffing the City's debris monitoring and recovery services requirements in accordance with the management staffing and key personnel proposed herein. Our technical approach

is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events as well as adjust to the changing needs of the City throughout the recovery process.

The following organizational chart graphically presents Thompson's proposed project staffing and key personnel. Many of the team members have previously managed the City's disaster debris monitoring and disaster cost recovery efforts following severe storms in 2024. Our proposed team brings extensive experience working directly with the City and is prepared to seamlessly respond to the City following a future disaster debris generating incident requiring Thompson's services.

Figure 1-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over nineteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the Nation. He has managed 75 projects under contracts that total over $2.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

SIMON CARLYLE will serve as the Client Liaison for the City and serve as a direct point of contact to address the City's needs throughout the term of the contract. Mr. Carlyle has over eighteen years of experience working with state and local governments providing disaster debris removal monitoring services. He has responded to over 30 disaster incidents and has extensive knowledge of federal, state, and local policies and reimbursement guidelines.

OLIVER YAO will serve as the Project Controller for the City to oversee contractual requirements and budget expectations. He will also make certain project operations are implemented in accordance with the contract and task order(s) issued by the City. His experience spans seventeen years providing program management and oversight of disaster response and recovery projects following hurricanes,

tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

CONNIE STEWART will serve as the Project Manager on behalf of the City to ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Ms. Stewart will also ensure project operations have the staff and resources necessary to remain on track, on schedule and on budget. Ms. Stewart has over seventeen years of experience managing debris monitoring and data management operations throughout the Southeast. She has served as both an operations and project manager for multiple projects resulting in the removal of over 500,000 cubic yards of debris including serving as a project manager on behalf of the City of Sanibel and the City of Fort Myers, Florida following the impacts of Hurricane Ian. She worked closely with City officials and City contractors to successfully oversee debris removal monitoring operations resulting in the removal of over 2.9M cubic yards of debris. ***Ms. Stewart has also previously assisted the City of Bentonville during disaster recovery efforts in 2024. She is highly knowledgeable of City departments, infrastructure, policies, and staff.***

KATHERINE TORRES SUAREZ will serve as the Operations Manager for the City overseeing day-to-day operations of the project as well as working closely with the City's debris hauler to coordinate crew requirements and scheduling. Ms. Torres Suarez has over seven years of experience assisting communities throughout the United States recover from disaster events. She has extensive experience throughout the United States including serving as an operations manager and a field supervisor for Polk County and Montgomery County, Texas, following severe storms in 2024 which produced over 1M cubic yards of debris. Most recently, Ms. Torres Suarez served as an operations manager on behalf of Tattnall County, Georgia, following the impacts of Hurricane Helene which produced over 216,000 cubic yards of debris and over 18,400 hazardous limbs and trees.

DANNY GARDNER will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

JONATHAN CLARK will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Mr. Clark began his career in disaster recovery as a FEMA employee in Louisiana following Hurricane Katrina. Since that time, Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in the FEMA Public Assistance grant program. Having served clients at the local, state and federal level, Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

MATTHEW GILBODY will serve as a Grant Management Specialist and work directly with the City supporting all financial recovery efforts including but not limited to project worksheet development, site visits, reporting, and stakeholder training activities. Mr. Gilbody has assisted clients such as the New Mexico Department of Transportation and the City of Fort Lauderdale, Florida, following events that resulted in over 64 million in recovery reimbursement. Most recently, Mr. Gilbody worked with the City of Bentonville providing recovery and project management services for cost recovery projects totaling

over $18 million. *Mr. Gilbody is familiar with the City's unique operational needs and is prepared to continue assisting the City following future disaster events.*

PATRICK GARDNER will provide GIS and mapping support to the City. Mr. Gardner has over nine years of experience and has supported recovery operations in this capacity for several large-scale, multi- state, region, and municipal disaster incidents. He is well versed in ESRI ArcGIS applications and utilizing geospatial data to convey project operations and progress. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft.

The following table further summarizes the background and experience of our key personnel and outlines our staff's extensive experience managing and monitoring debris removal operations on behalf of local and state governments. *Resumes for key personnel have been provided as Exhibit 1-2 following this section.*

Table 1-2: Summary of Project Team Experience

Name, Education, Background	Representative Experience	
Jon Hoyle | Principal-in-Charge		
MBA – Finance/Management 19 Years of experience	– Escambia County, FL – 3,700,000 CY – Puerto Rico DOT – 1,000,000 CY – Lee County, FL – 2,300,000 CY	– South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY
Simon Carlyle | Client Liaison		
16 Years of experience	– Calcasieu Parish, LA – 6,700,000 CY – City of Lake Charles, LA – 3,400,000 CY – Baldwin Co, AL – 4,400,000 CY	– Pinellas Co, FL – 380,000 CY – Sarasota Co, FL – 288,000 CY – Beaufort Co, SC – 1,700,000 CY
Oliver Yao | Project Controller		
MS – Management & Finance 16 Years of experience	– Beaufort Co, SC – 1,700,000 CY – Baldwin Co, AL – 4,400,000 CY – Bay County, FL – 1,200,000 CY	– Hidalgo Co, TX – 187,000 CY – Hamilton Co, TN – 408,000 CY – Linn Co, IA – 1,100,000 CY
Connie Stewart | Project Manager		
17 Years of experience	– Ormond Beach, FL- 170,500 CY – South Carolina DOT- 1,200,000 CY – Alabama DOT – 2,400,000 CY	– Galveston County, TX- 1,700,000 CY – City of Galveston, TX- 1,700,000 CY – Norman, OK- 750,000 CY
Katherine Torres Suarez | Operations Manager		
7 Years of experience	– Jefferson parish, LA – 1,600,000 CY – Louisiana DOTD– 1,700,000 CY – Kentucky DOT – 153,000 CY	– Corpus Christi, TX – 75,000 CY – Winn Parish, LA – 158.000 CY – Gadsden County, FL – 1,500,000 CY
Jonathan Clark | FEMA Public Assistance Liaison		
18 Years of experience MS – Business Management	– Hurricane Irma - $112,000,000 – Denham Springs, LA - $20,000,000 – SCDOT - $195,000,000	– State of New York - $200,000,000 – State of Louisiana - $150,000,000 – Escambia County, FL – $192,000,000
Danny Gardner | Data Manager		
MBA – Finance/Management 15 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY	– Alabama DOT – 870,000 CY – South Carolina DOT – 3,000,000 CY – Escambia County, FL – 3,700,000 CY
Nicole Lehman | Planning and Preparedness		
BA – Psychology & Spanish 16 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL – 330,000 CY – Escambia County, FL – 3,700,000 CY
Patrick Gardner | GIS / Environmental		
MS – Fisheries & Aquatic Sciences BS – Marine Science 10 Years of experience	– Gadsden County, FL – 900,000 CY – SWA Palm Beach Co, FL – 3,200,000 CY – Fort Lauderdale, FL – 400,000 CY	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY

Professional Licenses and Certifications / Training Courses

Thompson believes it is critical to educate our staff and provide them with the credentials that are recognized by the federal, state, and local emergency management community. Many of our staff members are credentialed with some combination of the certifications provided in the table below. Also, many of our project management consultants hold various Occupational Safety and Health Administration (OSHA) certifications for safety and other project related activities.

Table 1-3: Staff Certifications & Training

Agency/Course	Certification Title
FEMA IS 1A	Emergency Program Manager, an Orientation to the Position
FEMA IS 30b	Mitigation eGrants System for the Subgrant Applicant
FEMA IS 31b	Mitigation eGrants System for the Grant Applicant
FEMA IS 100c	Introduction to the Incident Command System (ICS)
FEMA IS 120c	An Introduction to Exercises
FEMA IS 200c	Basic Incident Command System for Initial Response
FEMA IS 230e	Fundamentals of Emergency Management
FEMA IS 241c	Decision Making and Problem Solving
FEMA IS 242c	Effective Communication
FEMA IS 253b	Overview of FEMA's Environmental and Historic Preservation Review
FEMA IS 393b	Introduction to Hazard Mitigation
FEMA IS 403	Introduction to Individual Assistance
FEMA IS 1300	Introduction to Continuity of Operations
FEMA IS 1000	Public Assistance Program and Eligibility
FEMA E376	Public Assistance Operations
FEMA IS 632a	Introduction to Debris Operations in FEMA's PA Program
FEMA IS 634	Introduction to FEMA's Public Assistance Program
FEMA IS 700b	National Incident Management System (NIMS) an Introduction

This coursework and continuing education allows our employees to remain current with ever-changing policy while earning certifications that will provide them with credibility within the federal, state and local emergency management community.

Key Personnel Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Parks debris removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterway debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs



Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel, and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- New Mexico Department of Transportation: Acequia Debris Removal Program
- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Thompson has extensive experience working closely with various federal, state and local agencies, including departments of transportation, environmental protection, FEMA, FHWA and the NRCS to monitor special debris removal programs.

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than **$4.5** billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and **15** grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Thompson's approach to disaster recovery services has been specifically developed to provide our clients with audit-ready documentation in a format that facilitates an expedited federal and state review.

Experience and Knowledge of Environmental Requirements

In addition to our disaster related debris removal monitoring and grant administration experience, Thompson stands fully equipped and prepared to assist the City as needed with services related to permitting, solid waste management, hazardous waste management, asbestos abatement, lead based paint testing and other environmental and engineering inspection requirements. Our Environmental Group was established in 1982 and is comprised of **30+** environmental engineers, water/wastewater engineers, geologists, biologists, NEPA specialists, GIS specialists, soils scientists, hazardous materials

managers, asbestos and lead-based paint specialists, storm water and erosion control experts, safety professionals, inspectors, and technicians.

Debris Management Planning

Thompson has leveraged the lessons that we have learned from managing previous disaster debris programs as well as our strong regulatory knowledge and capabilities to develop several comprehensive debris management plans (DMP). Thompson works closely with our clients throughout the DMP development process to make certain the resulting plan is both in accordance with the Federal Emergency Management Agency (FEMA) Public Assistance Program and Policy Guide for Debris Removal and contains the components critical to the success of a debris removal operation.

Though conceptually similar, Thompson understands that each DMP will vary to reflect the intricacies and needs of our clients. Our plan development process is scalable and flexible depending on the need for developing a new plan or updating an existing plan; or the need for selecting and validating potential debris management sites (DMS) or to have existing sites reviewed and permitted by specific state agencies. Typically, the geographic size, population characteristics, propensity for and type of disaster, and many other factors dictate the complexity of a DMP.

Personnel Deployment & Labor Force Sourcing



Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have over 12 years of experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs motor vehicle operating record reviews and as-needed drug screenings for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Equipment Resources

Thompson has provided disaster recovery services to various clients over the years; on past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. All equipment listed will be available to support the City during preparedness measures and post-disaster operations. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers / Fax Machines: These items are provided to the Thompson Team's management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 1-4: Available Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	26	Full Time Employees	550
ADMS Sets	3,500	Stand-by Disaster Recovery Employees	1,200
Computer – Desktop Station	175	Printers / Copier – Color Laser	100
Computer – Laptop	175	Printers – Black and White Laser	25
Starlink Units	26	Printer / Copier / Scanner / Fax– Portable	30
MiFi Access Point	50	Digital Cameras	25
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	10
Communication – Desktop Phones	350	Trucks	6

Connectivity Equipment



Dependable infrastructure and communication access is not only necessary during immediate project staffing or mobilization, but also throughout project operations to ensure quicker and more efficient data collection and reporting. Therefore, Thompson has invested in 26 highly portable Starlink units that allow access to high-speed internet via satellites to clients across the United States and Caribbean.

Although our debris removal monitoring technologies, such as TDMS*mobile* detailed within our proposal response have a disconnected architecture and are fully operational in a post storm environment where cellular networks are compromised or destroyed, the Starlink units give field teams the ability to move from a disconnected environment with nightly data uploads to near-real time, connected operations. This allows for quicker reporting and data QA/QC activities. Additionally, these units support Wi-Fi calling and texting increasing communication and safety of field teams located in remote or desolate areas. Thompson's Starlink units have been utilized on the following projects:

2022 Puerto Rico: units were utilized following Hurricane Fiona on the western portion of the island where cell connectivity was scarce.

2022 Southwest Florida: units were deployed to the barrier islands following the devastating impacts of Hurricane Ian which completely destroyed cellular connectivity and communications infrastructure.

2023 New Mexico: units were used to support field operations and local data center in the Calf Canyon / Hermits Peak area following widespread fires throughout remote areas of northern New Mexico.

2024 Florida, Georgia, South Carolina, North Carolina, Tennessee: units were deployed to support field operations and local data centers in response to widespread, catastrophic damage across remote areas of the southeast caused by back-to back hurricanes Debby, Helene, and Milton.

Response Times

Thompson is fully prepared to respond to both large and small disaster incidents. Our technical approach is carefully developed to be scalable so that we remain extremely responsive and flexible in order to provide the appropriate level of resources required by our clients. ***Our response times accompanied by tasks and deliverable milestones have been provided in Section 4, Proposed Method of Doing Work.***

EXHIBIT 1-1: STAFF EXPERIENCE MATRIX

thompson
CONSULTING SERVICES

STAFF EXPERIENCE MATRIX

Thompson Consulting Services

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
FLORIDA SEVERE STORM/ TORNADOS 2024																
EVENT TOTAL CUBIC YARDS – 3,397																
Bay County, FL	NA	3,397	◆		◆		◆						◆			
OKLAHOMA SEVERE STORMS 2023																
EVENT TOTAL CUBIC YARDS – 95,655																
City of Sand Springs, OK	4721	95,655	◆		◆	◆	◆	◆					◆			
LOUISIANA SEVERE STORMS/TORNADOS																
EVENT TOTAL CUBIC YARDS – 236,530																
City of Shreveport, LA	NA	236,530	◆		◆	◆	◆						◆			
HURRICANE IDALIA 2023																
EVENT TOTAL CUBIC YARDS – 1,744,757																
Town of Dasher, GA	4738	34,402	◆		◆		◆	◆					◆			
Glynn County, GA	4738	30.948	◆		◆	◆	◆	◆			◆		◆			
Lowndes County, GA	4738	887,415	◆		◆		◆	◆					◆			
City of Remerton, GA	4738	1,200	◆		◆		◆						◆			
Thomas County, GA	4738	14,514	◆		◆		◆						◆			
City of Valdosta, GA	4738	728,366	◆		◆		◆	◆			◆		◆			
Ware County, GA	4738	43,837	◆		◆	◆	◆	◆					◆			
Hillsborough County, FL	4734	1,507	◆		◆		◆	◆					◆			
New Port Richey, FL	4734	2,568	◆		◆		◆	◆					◆			
HURRICANE FIONA 2023																
EVENT TOTAL CUBIC YARDS – 37,492																
Dept. of Transportation, PR	4671	37,492	◆		◆		◆						◆			
FLORIDA SEVERE STORMS/FLOODING 2023																
EVENT TOTAL CUBIC YARDS – 41,853																
City of Fort Lauderdale, FL	4709	41,853	◆	◆	◆		◆					◆	◆		◆	◆
ALABAMA SEVERE STORMS/TORNADOS 2023																
EVENT TOTAL CUBIC YARDS – 484,255																
Alabama Dept. of Transportation	4684	484,255	◆		◆		◆	◆					◆			
HURRICANE IAN 2022 – 2023																
EVENT TOTAL CUBIC YARDS – 11,479,698																
Altamonte Springs, FL	4673	20,613	◆		◆		◆						◆			
Apopka, FL	4673	77,316	◆		◆	◆	◆	◆					◆			
Bonita Springs, FL	4673	247,116	◆		◆		◆	◆					◆			
Casselberry, FL	4673	21,225	◆		◆		◆	◆					◆			
Clewiston, FL	4673	8,022	◆		◆		◆						◆			
Cocoa, FL	4673	3,005	◆		◆		◆						◆			
Daytona Beach, FL	4673	342,909	◆		◆		◆	◆					◆			
DeBary, FL	4673	57,507	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Deland, FL	4673	55,929	◆		◆		◆	◆					◆			
Desoto County, FL	4673	569,372	◆		◆	◆	◆	◆					◆			
Ft. Myers, FL	4673	641,023	◆		◆		◆	◆					◆			
Ft. Myers Beach, FL	4673	756,295	◆		◆		◆	◆		◆		◆	◆			
Hendry County, FL	4673	41,132	◆		◆		◆						◆			
Hillsborough County, FL	4673	669,652	◆		◆	◆	◆	◆					◆			
Kissimmee, FL	4673	19,823	◆		◆		◆	◆					◆			
LaBelle, FL	4673	13,697	◆		◆		◆						◆			
Lakeland, FL	4673	117,102	◆		◆	◆	◆	◆					◆			
Lee County FL Schools	4673	30,023	◆		◆		◆	◆					◆			
Lee County, FL	4673	5,743,776	◆		◆	◆	◆	◆		◆		◆	◆			
Ocoee, FL	4673	37,377	◆		◆	◆	◆	◆				◆	◆			◆
Orlando, FL	4673	82,079	◆		◆		◆						◆			
Ormond Beach, FL	4673	123,441	◆		◆		◆						◆			◆
Oviedo, FL	4673	33,706	◆		◆		◆	◆				◆	◆			
Port Orange, FL	4673	297,678	◆		◆		◆	◆					◆			◆
Sanibel, FL	4673	1,457,258	◆		◆		◆	◆		◆			◆			
Wellington, FL	4673	3,387	◆		◆		◆						◆			
Winter Garden, FL	4673	9,235	◆		◆		◆						◆			
NEW MEXICO WILDFIRES 2022-2023																
EVENT TOTAL TONNAGE – 49,552																
NM Department of Transportation	4652	49,552	◆		◆		◆	◆	◆		◆	◆	◆	◆	◆	◆
KENTUCKY SEVERE STORMS & FLOODING 2022-2023																
EVENT TOTAL TONNAGE – 331,818																
KY Transportation Cabinet	4663	331,818	◆				◆	◆				◆	◆			
KENTUCKY SEVERE STORMS & FLOODING 2021-2022																
EVENT TOTAL CUBIC YARDS – 542,050																
USACE DRC	4630	433,857			◆		◆	◆					◆			
Mayfield, KY	4630	108,193			◆		◆	◆			◆	◆	◆	◆		
HURRICANE IDA 2021 – 2022																
EVENT TOTAL CUBIC YARDS – 11,760,000																
Ascension Parish, LA	4611	469,000	◆		◆		◆	◆				◆	◆			
City of Denham Springs, LA	4611	71,000	◆	◆	◆		◆	◆					◆			◆
City-Parish of East Baton Rouge, LA	4611	922,000	◆		◆		◆						◆			
Jefferson Parish, LA	4611	1,621,600	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆		
LA Department of Transportation	4611	2,038,000	◆		◆		◆	◆					◆			
Livingston Parish, LA	4611	1,324,000	◆		◆		◆	◆					◆	◆		
Town of Sorrento, LA	4611	9,400	◆		◆		◆						◆			
St. Tammany Parish, LA	4611	2,530,000	◆		◆		◆	◆					◆			
Terrebonne Parish, LA	4611	2,775,000	◆	◆	◆	◆	◆	◆			◆	◆	◆	◆	◆	
SEVERE STORMS & FLOODING																
EVENT TOTAL CUBIC YARDS – 42,800																
City-Parish of East Baton Rouge, LA	4606	42,500	◆		◆		◆						◆			
Ascension Parish, LA	4606	300	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 153,000																
KY Transportation Cabinet	4592	153,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 64,000																
City-Parish East Baton Rouge, LA	4590	64,000	◆		◆		◆						◆			
SEVERE WINTER STORM 2021																
EVENT TOTAL CUBIC YARDS – 79,400																
City of Corpus Christi, TX	4586	75,000	◆		◆		◆						◆			
City of Pearland, TX	4586	4,400	◆		◆		◆						◆			
HURRICANE ZETA 2020																
EVENT TOTAL CUBIC YARDS – 1,473,700																
Jefferson Parish, LA	4577	143,000	◆		◆		◆						◆			
Terrebonne Parish, LA	4577	12,000	◆		◆		◆						◆			
City of Gautier, MS	4576	7,700	◆		◆		◆						◆			
Jackson County, MS	4576	438,000	◆		◆		◆						◆			
City of Long Beach, MS	4576	112,000	◆		◆		◆	◆					◆			
City of Pascagoula, MS	4576	42,000	◆		◆		◆						◆			
Clarke County, AL	4573	243,000	◆		◆		◆	◆					◆			
City of Mobile, AL	4573	261,400	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4573	263,000	◆		◆		◆	◆		◆			◆			
Washington County, AL	4573	213,000	◆		◆		◆	◆					◆			
SEVERE WINTER STORM 2020																
EVENT TOTAL CUBIC YARDS – 477,000																
City of Norman, OK	4575	477,000	◆		◆		◆						◆			
HURRICANE DELTA 2020																
EVENT TOTAL CUBIC YARDS – 77,221																
City-Parish East Baton Rouge, LA	4570	77,221	◆		◆		◆						◆			
HURRICANE SALLY 2020																
EVENT TOTAL CUBIC YARDS – 9,456,677																
Escambia County, FL	4564	4,427,522	◆		◆	◆	◆	◆					◆	◆		◆
City of Gulf Breeze, FL	4564	98,600	◆		◆		◆	◆					◆			
AL Dept. of Transportation	4563	2,451,641	◆		◆		◆	◆					◆			
City of Gulf Shores, AL	4563	656,203	◆		◆	◆	◆	◆		◆			◆			
City of Mobile, AL	4563	408,450	◆		◆	◆	◆	◆					◆			
Mobile County, AL	4563	270,400	◆		◆		◆	◆		◆			◆			
City of Orange Beach, AL	4563	644,782	◆		◆	◆	◆	◆				◆	◆			◆
City of Spanish Fort, AL	4563	95,162	◆		◆		◆	◆					◆			
HURRICANE LAURA 2020																
EVENT TOTAL CUBIC YARDS – 2,415,052																
Grant Parish, LA	4559	1,186,807	◆		◆		◆	◆					◆			◆
Jefferson Davis Parish, LA	4559	215,825	◆		◆		◆	◆					◆			
City of Jennings, LA	4559	54,600	◆		◆		◆	◆					◆			
LA Dept. of Transportation	4559	139,000	◆		◆		◆						◆			

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Natchitoches, LA	4559	31,600	◆		◆		◆						◆			
City of Pineville, LA	4559	36,700	◆		◆		◆						◆			
Vernon Parish, LA	4559	726,831	◆		◆		◆	◆					◆			
Winn Parish, LA	4559	148,789	◆		◆		◆	◆					◆			◆
MIDWEST DERECHO 2020																
EVENT TOTAL CUBIC YARDS – 426,440																
IA Dept. of Homeland Security and EM	4557	406,000	◆				◆						◆			
City of Bertram. IA	4557	20,440	◆		◆		◆						◆			
HURRICANE ISAIAS 2020																
EVENT TOTAL CUBIC YARDS – 2,400																
New Hanover County, NC	4568	2,400	◆		◆		◆						◆			
TROPICAL STORM IMELDA 2019																
EVENT TOTAL CUBIC YARDS – 3,755																
City of Beaumont, TX	4466	3,850	◆		◆		◆						◆			
City of Liberty, TX	4466	3,755	◆		◆		◆						◆			
HURRICANE DORIAN 2019																
EVENT TOTAL CUBIC YARDS – 186,600																
Currituck County, NC	4465	31,200	◆		◆		◆	◆					◆			
Dare County, NC	4465	155,400	◆		◆		◆	◆					◆			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebonne Parish, LA	4458	50,790	◆		◆		◆						◆			
City-Parish East Baton Rouge, LA	4458	36,569	◆		◆		◆						◆			
HURRICANE MICHAEL 2018 – 2019																
EVENT TOTAL CUBIC YARDS – 4,392,415																
Leon County, FL	4399	1,043,757	◆		◆		◆	◆					◆			
City of Tallahassee, FL	4399	427,650	◆		◆		◆	◆					◆			
Gadsden County, FL	4399	1,524,442	◆		◆	◆	◆	◆					◆			
Jackson County, FL	4399	499,627	◆		◆	◆	◆	◆			◆		◆			
Tyndall Air Force Base, FL	4399	57,466					◆						◆			
Georgia Department of Transportation	4400	184,527	◆		◆		◆						◆			
Thomas County, GA	4400	45,031	◆		◆		◆	◆					◆			
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – 1,816,173																
Town of Bogue, NC	4393	8,915	◆		◆		◆						◆			
Carteret County, NC	4393	1,507,059	◆		◆	◆	◆						◆			
Cumberland County, NC	4393	1,319	◆		◆		◆						◆			
City of Jacksonville, NC	4393	269,383	◆		◆		◆	◆					◆			
Dept. of Transportation, NC	4393	14,153	◆		◆		◆	◆					◆			
Town of Swansboro, NC	4393	30,816	◆		◆		◆	◆					◆			
HURRICANE MARIA 2017 – 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	1,275,612	◆		◆		◆	◆					◆			
HURRICANE IRMA 2017 – 2018																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4337	68,144	◆		◆		◆	◆					◆			
City of Bonita Springs, FL	4337	536,487	◆		◆	◆	◆	◆					◆			
City of Casselberry, FL	4337	31,317	◆		◆		◆	◆					◆			
Citrus County, FL	4337	173,920	◆		◆		◆						◆			
Hendry County, FL	4337	300,110	◆		◆		◆	◆					◆			
City of Cooper City, FL	4337	153,376	◆		◆		◆	◆					◆			
City of Crystal River, FL	4337	3,142	◆		◆		◆						◆			
City of Daytona Beach, FL	4337	117,077	◆		◆		◆						◆			◆
City of Deland, FL	4337	129,377	◆		◆		◆	◆					◆	◆		
City of Delray Beach, FL	4337	173,674	◆		◆		◆	◆					◆			
City of Flagler Beach, FL	4337	27,515	◆		◆		◆						◆			
City of Ft Lauderdale, FL	4337	647,519	◆		◆	◆	◆	◆		◆			◆			◆
City of Ft Myers, FL	4337	331,986	◆		◆		◆	◆					◆			
Town of Ft Myers Beach, FL	4337	24,783	◆		◆		◆						◆			
Glades County, FL	4337	40,827	◆		◆		◆						◆			
Hernando County, FL	4337	118,699	◆		◆		◆	◆					◆			
City of Hialeah, FL	4337	211,704	◆		◆		◆	◆					◆			
City of Inverness, FL	4337	10,238	◆		◆		◆						◆			
City of Lake Mary, FL	4337	55,826	◆		◆		◆	◆					◆			
City of Lakeland, FL	4337	260,084	◆		◆		◆	◆					◆			◆
City of Largo, FL	4337	54,992	◆		◆		◆						◆			
Lee County, FL	4337	2,319,785	◆		◆	◆	◆	◆				◆	◆			
City of Leesburg, FL	4337	27,118	◆		◆		◆	◆					◆			
Leon County, FL	4337	37,619	◆		◆		◆						◆			
City of Maitland, FL	4337	36,443	◆		◆		◆	◆					◆			
Manatee County, FL	4337	560,188			◆		◆	◆			◆		◆			
City of Margate, FL	4337	94,506	◆		◆		◆	◆					◆			◆
City of Miami Springs, FL	4337	165,755	◆		◆		◆	◆					◆			
City of Oak Hill, FL	4337	6,124	◆		◆		◆						◆			
City of Orange City, FL	4337	47,722	◆		◆	◆	◆	◆					◆			
City of Orlando, FL	4337	216,508	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4337	157,371	◆		◆		◆	◆					◆			
City of Oviedo, FL	4337	39,208	◆		◆		◆						◆			
City of Palm Bay, FL	4337	253,867	◆		◆		◆						◆			
City of Stuart, FL	4337	17,851	◆		◆		◆	◆					◆			
Sumter County, FL	4337	116,322	◆		◆		◆	◆					◆			
Solid Waste Authority Palm Beach Co	4337	3,035,786	◆		◆		◆	◆			◆		◆			◆
City of Venice, FL	4337	12,817	◆		◆		◆	◆					◆			
City of Vero Beach, FL	4337	69,897	◆		◆		◆						◆			
Volusia County, FL	4337	858,138	◆		◆	◆	◆	◆			◆		◆	◆		◆
Chatham County, GA	4338	100,889	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4338	27,559	◆		◆		◆						◆			
HURRICANE HARVEY 2017 – 2018																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	◆		◆	◆	◆	◆			◆		◆			
City of Beaumont, TX	4332	70,857	◆		◆		◆						◆			
City of Lake Jackson, TX	4332	4,281	◆		◆		◆						◆			
Newton County, TX	4332	8,859	◆		◆		◆				◆		◆			
City of Santa Fe, TX	4332	22,690	◆		◆		◆						◆			
City of Texas City, TX	4332	22,400	◆		◆		◆						◆			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	◆	◆							◆		◆	◆	◆	
Sevier County, TN	4293	272t	◆	◆							◆		◆	◆	◆	
HURRICANE MATTHEW 2016 – 2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,532,000																
City of Norfolk, VA	4291	29,000	◆		◆		◆	◆					◆			
City of Southern Shores, NC	4285	20,000	◆		◆		◆	◆					◆			
Dare County, NC	4285	96,000	◆		◆		◆	◆				◆	◆			
City of Lumberton, NC	4285	26,000	◆		◆		◆	◆					◆			
SC Department of Transportation	4286	960,000	◆		◆		◆	◆					◆			◆
Chatham County, GA	4284	1,400,000	◆		◆	◆	◆	◆			◆		◆			
City of Effingham, GA	4284	11,000	◆		◆		◆	◆					◆			
City of Pooler, GA	4284	17,000	◆		◆		◆	◆					◆			
Georgia Department of Transportation	4284	180,000	◆		◆		◆	◆					◆			
City of St. Augustine, FL	4283	83,000	◆		◆		◆	◆					◆			◆
City of Orange City, FL	4283	13,000	◆		◆		◆	◆					◆			
City of Ormond Beach, FL	4283	170,000	◆		◆		◆	◆					◆			◆
City of Deland, FL	4283	57,000	◆		◆		◆	◆					◆			◆
City of Daytona Beach, FL	4283	330,000	◆		◆		◆	◆					◆			◆
City of Palm Bay, FL	4283	99,000	◆		◆		◆	◆								
Solid Waste Authority Palm Beach Co.	4283	14,000	◆		◆		◆	◆					◆			◆
City of Vero Beach, FL	4283	27,000	◆		◆		◆	◆					◆			
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,050,000																
City-Parish of East Baton Rouge, LA	4277	1,800,000	◆		◆		◆		◆		◆		◆	◆		◆
City of Denham Springs, LA	4277	250,000	◆		◆		◆				◆		◆	◆		◆
SEVERE STORMS & FLOODING 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	◆		◆		◆						◆			◆
Newton County, TX	4266	37,030	◆		◆		◆						◆			◆
SEVERE STORMS & FLOODING 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	◆	◆	◆		◆						◆			◆
SEVERE WINTER STORM PANDORA 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	◆		◆		◆	◆					◆			◆

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Fentress County, TN	4211	77,000	◆		◆		◆	◆					◆			◆
Overton County, TN	4211	54,000	◆		◆		◆	◆					◆			◆
TORNADOES 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	◆		◆		◆	◆					◆			◆
City of Graysville, AL	4176	80,000	◆		◆		◆	◆					◆			◆
City of Kimberly, AL	4176	20,000	◆		◆		◆	◆					◆			◆
Lee County, AL	4176	22,000	◆		◆		◆	◆					◆			◆
SEVERE WINTER STORM PAX 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	◆		◆		◆	◆	◆				◆			◆
Georgetown County, SC	4166	105,000	◆		◆	◆	◆	◆					◆	◆		◆
Marion County, SC	4166	25,000	◆		◆		◆	◆					◆			
Williamsburg County, SC	4166	40,000	◆		◆	◆	◆	◆					◆			
Aiken County, SC	4166	1,500,000	◆		◆	◆	◆	◆				◆	◆			◆
Allendale County, SC	4166	60,000	◆		◆		◆	◆					◆			
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	◆				◆					◆	◆			◆
HURRICANE ISAAC 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	◆									◆	◆			
HURRICANE SANDY 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	◆	◆	◆								◆			◆
Town of Babylon, NY	4085	100,000	◆		◆								◆			
HURRICANE ISAAC 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	◆		◆	◆	◆	◆					◆			◆
Denham Spring, LA	4080	9,000	◆		◆	◆	◆	◆					◆			◆
Hancock County, MS	4081	23,000			◆		◆			◆			◆			
Jackson County, MS	4081	4,000			◆		◆									◆
HURRICANE IRENE 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																
Saluda Residency, Virginia DOT	4024	100,000			◆		◆	◆								
Petersburg Residency, Virginia DOT	4024	75,000			◆		◆	◆								
Ashland Residency, Virginia DOT	4024	200,000			◆		◆	◆								
Chesterfield Residency, Virginia DOT	4024	15,000			◆		◆	◆								
City of Portsmouth, Virginia	4024	50,000			◆		◆	◆								
Brunswick County, Virginia	4024	25,000			◆		◆	◆								
TORNADOES 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		◆							◆		◆	◆	◆	◆
Calhoun County, AL	1971	350,000	◆		◆		◆	◆	◆		◆		◆		◆	◆

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Alabama DCNR	1971	100,000	◆		◆	◆	◆	◆	◆				◆		◆	
TORNADOES 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK[1]	1926	18,944	◆		◆		◆	◆	◆				◆			◆
FLOODING 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN [2]	1909	275,540			◆		◆		◆				◆			
City of Cedar Rapids, IA[2]	1763	109,355	◆												◆	
ROCKSLIDES 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	◆		◆	◆										
SNOWSTORMS 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA[1]	1813	10,930	◆		◆		◆	◆	◆				◆			◆
Town of Sterling, MA[1]	1813	48,835	◆		◆		◆	◆	◆				◆			◆
HURRICANE IKE 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX[1]	1791	4,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Harris County, TX [1]	1791	2,500,000	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Galveston County, TX [3]	1791	1,400,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
City of Baytown, TX [1]	1791	1,000,000	◆		◆	◆	◆	◆	◆			◆	◆	◆		◆
Montgomery County, TX [1]	1791	871,452	◆		◆		◆	◆	◆				◆			◆
Fort Bend County, TX[1]	1791	415,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Dauphin Island, AL[1]	1797	50,000	◆		◆	◆				◆	◆	◆	◆			◆
Hardin County, TX [1]	1791	200,000	◆		◆		◆	◆	◆				◆			◆
City of Sugarland, TX [1]	1791	125,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Missouri City, TX [1]	1791	97,238	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE GUSTAV 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA[2]	1786	296,039	◆		◆	◆	◆	◆	◆		◆	◆	◆		◆	◆
St. Landry Parish, LA[2]	1786	225,000	◆		◆	◆	◆	◆	◆		◆		◆			◆
Iberville Parish, LA[2]	1786	179,185	◆		◆	◆	◆	◆	◆				◆			◆
City of New Orleans, LA[2]	1786	136,559	◆		◆	◆	◆	◆	◆				◆			◆
City of Thibodaux, LA[4]	1786	78,820	◆		◆	◆	◆	◆	◆				◆			◆
St John the Baptist Parish, LA[1]	1786	53,124	◆		◆	◆	◆	◆	◆				◆			◆
HURRICANE DOLLY 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX[1]	1780	310,585	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
Cameron County, TX[2]	1780	301,465	◆	◆	◆	◆	◆	◆	◆				◆	◆		◆
IOWA FLOODING 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA[1]	1763	200,000	◆		◆		◆		◆				◆			
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Norman, OK[1]	1735	750,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Webb City, MO[1]	1736	75,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
MIDWEST ICE STORM 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO[1]	1676	1,448,539	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
Greene County, MO[2]	1676	545,000	◆		◆	◆	◆	◆	◆		◆		◆		◆	◆
City of Lebanon, MO[2]	1676	108,000	◆		◆		◆	◆	◆		◆		◆		◆	◆
BUFFALO SNOW STORM 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY[2]	1655	800,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Tonawanda, NY[2]	1655	200,000	◆		◆	◆	◆	◆	◆				◆			◆
City of Lackawanna, NY[2]	1655	150,000						◆					◆			
City of North Tonawanda, NY[2]	1655	100,000	◆		◆	◆	◆	◆	◆				◆			◆
Genesee County, NY[2]	1655	80,000	◆		◆	◆	◆	◆	◆				◆			◆
Erie County, NY[4]	1655	50,000	◆										◆			
Town of Alden, NY[4]	1655	6,000	◆										◆			
HURRICANE WILMA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL[2]	1609	3,000,000	◆		◆		◆		◆				◆			◆
Collier County, FL[4]	1609	932,000	◆										◆			◆
City of Ft. Lauderdale, FL[2]	1609	901,000	◆		◆	◆	◆	◆	◆	◆		◆	◆	◆		◆
City of Hollywood, FL[2]	1609	600,000	◆		◆	◆	◆	◆	◆				◆			◆
Town of Davie, FL[4]	1609	593,789	◆										◆			◆
City of Boca Raton, FL[4]	1609	574,200	◆										◆			◆
City of Plantation, FL[4]	1609	366,551	◆										◆			◆
City of Parkland, FL[4]	1609	244,910	◆										◆			◆
City of Weston, FL[4]	1609	244,395	◆										◆			◆
City of Cooper City, FL[4]	1609	217,464	◆										◆			◆
City of Coral Gables, FL[4]	1609	213,947	◆										◆			◆
Broward County, FL[4]	1609	204,105	◆										◆			◆
City of Sunrise, FL[4]	1609	199,548	◆										◆			◆
City of Oakland Park, FL[4]	1609	151,906	◆										◆			◆
City of Miami Beach, FL[4]	1609	135,825	◆										◆			◆
HURRICANE KATRINA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS[4]	1604	5,773,291	◆										◆			◆
Jackson County, MS[4]	1604	3,183,425	◆										◆			◆
City of Gulfport, MS[1]	1604	2,600,000	◆	◆	◆	◆	◆	◆	◆		◆	◆	◆	◆	◆	◆
Forrest County, MS[4]	1604	2,496,933	◆										◆			◆
Jones County, MS[4]	1604	1,961,427	◆										◆			◆
Harrison County, MS[1]	1604	1,850,000	◆		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Lamar County, MS[4]	1604	1,533,579														
City of Pass Christian, MS[4]	1604	1,484,288	◆										◆			◆
City of Pascagoula, MS[4]	1604	1,236,646	◆										◆			◆

Event/Client	FEMA- DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Mobile County, AL	1605	789,658	◆		◆		◆	◆								
City of Mobile, AL	1605	728,469	◆		◆		◆	◆								
George County, MS [4]	1604	651,359	◆										◆			◆
Perry County, MS [4]	1604	550,967	◆										◆			◆
Walthall County, MS [4]	1604	507,754	◆										◆			◆
City of New Orleans, LA[2]	1603	401,238	◆	◆	◆		◆		◆		◆		◆	◆	◆	◆
Jefferson Parish, LA [4]	1603	397,770	◆										◆			◆
City of Slidell, LA [4]	1603	153,165	◆										◆			◆
City of Covington, LA [4]	1603	143,919	◆										◆			◆
Lafourche Parish, LA [4]	1603	134,384	◆										◆			◆
Jasper County, MS	1604	131,251	◆		◆		◆	◆								
Town of Dauphin Island, AL	1605	94,037	◆		◆		◆	◆		◆		◆				
City of Prichard, AL	1605	70,445	◆		◆		◆	◆								
Clark County, MS	1604	90,134	◆		◆		◆	◆								
City of Citronelle, AL	1605	48,423	◆		◆		◆	◆								
City of Saraland, AL	1605	44,419	◆		◆		◆	◆								
City of Satsuma, AL	1605	29,404	◆		◆		◆	◆								
Choctaw County, AL	1605	26,409	◆		◆		◆	◆								
City of Bayou Le Batre, AL	1605	18,336	◆		◆		◆	◆								
City of Creola, AL	1605	7,719	◆		◆		◆	◆								
City of Mt. Vernon, AL	1605	4,619	◆		◆		◆	◆								
HURRICANE RITA 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX[2]	1606	4,600,000	◆		◆		◆	◆	◆		◆		◆	◆		◆
Monroe County, FL[2]	1602	200,000	◆	◆	◆		◆		◆	◆		◆	◆			◆
HURRICANE DENNIS 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL [1]	1595	2,000,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
Escambia County, FL [1]	1595	1,200,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
City of Pensacola, FL [1]	1595	400,000	◆		◆	◆	◆	◆	◆				◆	◆		◆
HURRICANE IVAN 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL [2]	1551	7,681,500	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆		◆
City of Pensacola, FL [1]	1551	1,343,000	◆		◆	◆	◆	◆	◆		◆		◆	◆		◆
Florida Dept. of Transportation[1]	1551	708,800	◆		◆		◆		◆				◆			
HURRICANE FRANCES 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL [1]	1545	200,000	◆		◆		◆						◆			◆
HURRICANE CHARLEY 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL [4]	1539	1,870,669	◆										◆			◆
City of Orlando, FL [2]	1539	1,035,500	◆		◆	◆	◆	◆	◆				◆			
Orange County, FL [4]	1539	977,265	◆										◆			◆

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

EXHIBIT 1-2: KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

Jon Hoyle

President

FIRM

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EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

19 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Hoyle has 19 years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 150 projects under contracts that total over $2.5 Billion in grant administration and recovery efforts that required the mobilization of over 10,000 field and professional personnel.

PROJECT EXPERIENCE

Hurricane Ida, Disaster Recovery Operations, State of Louisiana, 2021 – 2022 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Ida. Thompson conducted debris removal monitoring operations on behalf of 13 unique clients simultaneously. Mr. Hoyle ensured contract obligations were met and cost controls were closely monitored for all ongoing projects. Overall, Thompson monitored the removal of over 11.7M cubic yards of debris as of Hurricane Ida.

Escambia County, Florida, Hurricane Disaster Debris Removal Monitoring, 2020 – 2021 | Mr. Hoyle served as the principal-in-charge for Escambia County, Florida following Hurricane Sally. He was responsible for over-seeing cost controls for projects and maintaining contract obligations. Thompson provided FEMA reimbursement support as well as debris removal monitoring and substantiation for over 4M cubic yards of construction, demolition, and vegetative debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 | Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 | Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris

monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over $35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina generating widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 | In the wake of Hurricane Irene the VDOT called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 | Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The campgrounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 | During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson was selected by Calhoun County to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 | Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Norman, Oklahoma, Ice Storm Deployment, 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over $3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 | Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Nathaniel Counsell

Executive Vice President

FIRM

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Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

19 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | FHWA ER Program | CDBD Disaster Recovery | CDBG Housing

Mr. Counsell has 19 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over $1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian Disaster Recovery Operations, 2022 – 2023 | Mr. Counsell served as the principal-in-charge / corporate resource officer for Lee County, Florida following the large-scale impacts of Hurricane Ian in 2022, one of the deadliest hurricanes to impact the State of Florida. Mr. Counsell worked closely with the County and the County's debris removal contactor ensuring all projects had the resources necessary to implement monitoring operations. Thompson substantiated the removal of over 5.7 million cubic yards of debris from the County. Additionally, Thompson has monitored the removal of over 43,450 hazardous limbs and trees throughout the County.

City of Mobile, Alabama, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Mobile following the effects of Hurricane Sally. Severe flooding produced large amounts of construction, demolition, and vegetative debris, and Thompson monitored the removal of over 660,000 CY of debris from the City. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations including special debris removal programs involving City parks and the environmental preservation of historical flora.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 | Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with

each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 | Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 | In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 | Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals $3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 | Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 | Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 | Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Simon Carlyle

Vice President

FIRM

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EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FHWA ER Program | HUD CDBD Disaster Recovery | HUD CDBG Housing

Mr. Carlyle has 18 years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed over 30 of the most devastating disaster events in Florida, Texas, Alabama, Virginia, Louisiana, South Carolina, Georgia, and Mississippi. Mr. Carlyle has extensive experience in all stages of disaster recovery and has a thorough knowledge of federal, state, and local policies.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Carlyle served as client liaison acting as the direct point of contact to address the NMDOT's needs during project operations.

State of Florida – Multiple Communities, Hurricane Ian, 2022 – 2023 | Mr. Carlyle served as the client liaison during mobilization efforts in response to the devastating impacts of Hurricane Ian. Mr. Carlyle managed multiple projects communicating with clients directly to address schedules and unique project goals/expectations. Thompson assisted 27 clients simultaneously the state and documented the removal of over 11.5M cubic yards of demolition and vegetative debris.

Virginia Department of Transportation, Severe Winter Storm Debris Removal Monitoring, 2021 | Mr. Carlyle served as client liaison for the Virginia Department of Transportation where he provided senior management oversight, coordinated staffing and logistics support, ensured unique health and safety plan was executed and oversaw and audited daily reporting.

State of Louisiana – Multiple Communities, Hurricane Laura, 2020 - 2022 | Mr. Carlyle served as the regional manager to multiple cities and parishes following the devastating effects of Hurricane Laura. He coordinated and provided support during debris monitoring and disposal operations throughout the state.

State of South Carolina – Multiple Communities, Tornado Recovery Operations, 2020 | Mr. Carlyle served as the regional manager during mobilization in response to an unprecedented number of tornados affecting the state. Following the tornado outbreak, Mr. Carlyle managed multiple projects overseeing debris removal operations and debris site quality control.

State of South Carolina – Multiple Communities, Hurricane Dorian Recovery operations, 2019 | Following the effects of Hurricane Dorian, an extremely powerful Category 5 hurricane, Mr. Carlyle served as the regional manager for multiple clients across the state. Mr. Carlyle provided program oversight, order preparation and quality assurance measures.

Jefferson County & Orange County, Texas, Tropical Storm Imelda Disaster Recovery Operations, 2019 | Mr. Carlyle served as regional manager on behalf of Jefferson County and Orange County, Texas following the devastating effects of Tropical Storm Imelda. The storm caused wide-spread flooding and produced large quantities of debris throughout the state. Mr. Carlyle assisted the counties in the removal and substantiation of over 100,000 cubic yards of debris.

Lee County, Alabama, Tornado Disaster Recovery Operations, 2019 | Mr. Carlyle served as the project manager for Lee County after it was impacted by one of the most fatal and highly destructive tornadoes in recent history. Mr. Carlyle was able to mobilize to the County within hours of a notice-to-proceed and began immediate coordination with local, state and federal officials. Mr. Carlyle worked closely with the County and the County's debris hauler to develop a debris removal strategy and schedule.

Southwest Georgia – Multiple Communities, Hurricane Michael Response and Disaster Recovery, 2018 – 2019 | Hurricane Michael was an extremely destructive Category 5 storm that impacted multiple states across the panhandle including Georgia. Mr. Carlyle served as a regional manager under a team providing debris monitoring and documentation under the United States Army Corps of Engineers. Mr. Carlyle oversaw field operations and served in a client liaison role.

State of Florida – Multiple Communities, Hurricane Irma Recovery and Debris Removal Monitoring, 2017 – 2018 | Mr. Carlyle served as regional manager on behalf of nearly 20 cities and counties in the state of Florida following the impacts of Hurricane Irma. As regional manager, Mr. Carlyle was responsible for communicating with various city and county administrators, scheduling debris removal operations, overseeing training, project staffing and data management, ensuring that debris and documentation remains accurate, representing clients in meetings with State and Federal officials, and coordinating government agency meetings.

State of Texas – Multiple Communities, Hurricane Harvey Disaster Debris Monitoring & Recovery Services, 2017 – 2018 | Mr. Carlyle served as the regional manager for disaster debris removal monitoring in multiple cities and counties following Hurricane Harvey. Mr. Carlyle worked directly with impacted cities, counties, and respective communities, scheduling debris removal operations and task orders, and communicating all project matters related to the counties, cities, and towns to city and county staff.

Beaufort County, South Carolina, Hurricane Matthew Recovery Operations & DDMP Development, 2016 – 2017 | Mr. Carlyle has worked closely with the County to provide support during annual trainings and assisted in the development of the County's Disaster Debris Management Plan (DDMP). Following Hurricane Matthew in 2016, Mr. Carlyle served as the project manager on behalf of the county and oversaw debris removal operations including the removal of over 1.7M cubic yards of debris and the removal of over 62,000 Hazardous hanging limbs and leaning trees. In addition, he successfully oversaw a waterway debris and vessel removal program.

State of South Carolina – Multiple Communities, Winter Storm Pax Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Mr. Carlyle worked with multiple county and local governments to establish debris removal and incident response plans in order to begin responding to residential and community needs. Mr. Carlyle created debris removal and monitoring programs with communities that had no preposition contract or plans in place.

City of Sioux Falls, South Dakota, Severe Winter Storm Recovery Operations, 2013 | The City was severely impacted by a severe winter storm that caused damage and hazardous debris. Mr. Carlyle served as the project manager overseeing the deployment and activation of staffing and equipment resources. Mr. Carlyle also assisted the City in utilizing unique mapping parameters and reporting protocols. Nearly 30,000 hazardous hanging limbs were removed from the City.

Bastrop County, Texas, Wildfire Recovery Services, 2011 – 2012 | Mr. Carlyle served as the project manager following devastating wildfires that impacted the County. Mr. Carlyle led a team of experts who expedited project worksheets, maintained FEMA compliant documentation and initiated a private property debris removal program.

City of Waveland, Mississippi, Hurricane Katrina Disaster Recovery & Private Property Debris Removal, 2006 | The City was severely impacted by Hurricane Katrina and suffered widespread damage. Mr. Carlyle served as the project manager on behalf of the City and oversaw right-of-way debris removal operations, the removal of hazardous leaning and hanging limbs and trees, City parks debris removal operations, and private property debris removal projects.

TRAINING & CERTIFICATIONS

- IS-100: Introduction to ICS
- IS-120: Introduction to Exercises
- IS-00556: Damage Assessment for Public Works
- IS-00559: Local Damage Assessment
- IS-00634: Introduction to FEMA's PA Program
- IS-700: Introduction to NIMS
- Homeland Security Exercise and Evaluation Program (HSEEP) Certified

Oliver Yao

Vice President

FIRM

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Maitland, Florida 32751

EDUCATION

BA: Economics
MBA: Management and Finance

EXPERIENCE

17 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)

Mr. Yao has 17 years of experience providing program management and oversight of disaster response and recovery projects throughout the United States. His experience spans recovery efforts following hurricanes, tornadoes, ice storms, wildfires, and other debris generating incidents. Mr. Yao is a subject matter expert in FEMA Public Assistance criteria and documentation standards and has overseen the data management and documentation of over 116 million cubic yards of debris over the course of his career.

PROJECT EXPERIENCE

New Mexico Department of Transportation, Wildfire and Mudflows 2022-2023 | Mora and San Miguel County, New Mexico were severely impacted by wildfire and mudflows in 2022. Following the completion of a United States Army Corps of Engineers debris removal program, the New Mexico Department of Transportation (NMDOT) was tasked with completing remaining Private Property Debris Removal (PPDR) and demolition activities. Mr. Yao serves as a subject matter expert supporting NMDOT with PPDR and demolition program management and monitoring services.

Livingston Parish, Louisiana, Hurricane Ida Recovery, 2022 | In addition to generating disaster debris along the Parish right-of-way and public property, Hurricane Ida also severely impacted Parish waterways. The Parish was successful in submitting waterways for approval under the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection program. Mr. Yao servers as a senior manager supporting the documentation and management of the NRCS waterways debris removal program.

Terrebonne Parish, Louisiana, Hurricane Ida Recovery, 2022-2023 | As part of recovery efforts following Hurricane Ida, the Parish initiated and private property debris removal and demolition program. Mr. Yao serves as a senior manager supporting the Thompson field manager in the oversight and quality assurance of PPDR and demolition program documentation and program

CalRecycle, California, Wildfire Recovery, 2021 | Mr. Yao served as a senior manager and supported project controls for the 2021 Wildfire structural debris and hazard tree assessment and removal program. The program consisted of two divisions, the North Division which included the counties of Lassen, Plumas, Siskiyou, Tehama, and Trinity; and the Central Division which included the counties of Alpine, El Dorado, Placer, Nevada, and Lake. Mr. Yao supported project setup including workplans, staffing, and data documentation and reporting.

State of Louisiana, Hurricane Ida Program Management, 2021 | Mr. Yao provided senior management oversight and project controls for 11 projects within the State of Louisiana including St. John the Baptist, St. James, Iberville, and St. Helena Parishes. Mr. Yao's senior oversight included over 4.7 million cubic yards and over 82,000 hazardous trees from the 11 combined projects.

State of Louisiana, Hurricanes Delta and Zeta Program Management, 2020 | Hurricanes Delta and Zeta were two late season hurricanes that impacted Louisiana. Mr. Yao provided senior management oversight and project controls for six projects including Acadia and St. Martin Parish. The response and recovery operations for Hurricanes Delta and Zeta were completed on average within 30 days and totaled 167,000 CY of debris and 3,800 hazardous trees.

Baldwin County, Alabama, Hurricane Sally Program Management, 2020 | Hurricane Sally impacted the State of Alabama as a strong Category 2 hurricane and caused

extensive damages to Baldwin County. Mr. Yao served as part of the senior management team and supported project setup, documentation, staffing, reporting, and project controls. The project resulted over 4.4 million cubic yard of debris and over 46,000 hazardous trees and stumps. Mr. Yao also supported the County in responding to FEMA requests for information and supporting documentation.

State of Louisiana, Hurricane Laura Program Management, 2020 | Hurricane Laura impacted the State of Louisiana as a destructive category 4 hurricane. Mr. Yao served as senior leadership and oversaw project setup, documentation, staffing, and project controls for 15 clients in Louisiana. Work included the City of Lake Charles, Calcasieu Parish, the City of Sulphur, Allen Parish, Vermillion Parish, and the City of Alexandria to name a few. Mr. Yao's senior oversight included over 15.3 million cubic yards and over 130,000 hazardous trees from the 15 combined projects. Mr. Yao also supported the two Private Property Debris Removal programs for Calcasieu Parish and the Town of Vinton.

CalRecycle, California, Camp Fire, 2019 | The Camp Fire Incident destroyed over 13,000 structures. Mr. Yao served as a senior manager supporting project setup, staffing, data management, financial accounting, and project controls. This program resulted in the documentation of over 3.6 million tons of structural debris.

State of Florida, Hurricane Michael Program Management, 2018 | Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao provided management and data oversight for 11 projects in Florida including Bay County, Franklin County, Wakulla County and the cities of Lynn Haven, Springfield, and Callaway. Mr. Yao supported the oversight and documentation of over 5.5 million cubic yards and over 21,000 hazardous trees.

State of Georgia, Hurricane Michael Program Management, 2018 | In addition to impacting the State of Florida, Hurricane Michael also severely impacted the State of Georgia. The United States Army Corps of Engineers (USACE) was activated to coordinate debris removal in 13 counties. Mr. Yao served as a senior manager and was responsible for project setup, controls, reporting, and staffing. In total, over 3.4 million cubic yards of debris was documented and collected.

State of Florida, Hurricane Irma Program Management, 2017 | Hurricane Irma was an unprecedented storm that impacted almost the entire State of Florida. Mr. Yao supported documentation and reimbursement for clients throughout the State of Florida. Mr. Yao also supported final invoicing and the response to requests for information by FEMA for multiple projects.

State of Florida, Hurricane Matthew Program Management, 2016 | Hurricane Matthew impacted the east coast of Florida. Mr. Yao served as a senior manager and data management coordinator 21 projects including the counties of Volusia, Flagler, St. Johns, and Brevard County. Mr. Yao supported the documentation and data management of over 3.2 million cubic yards of debris.

State of South Carolina, Hurricane Matthew Program Management, 2016 | Mr. Yao served as a senior manager and data management coordinator for over 11 projects in South Carolina including Beaufort County and the Town of Hilton Head Island. Mr. Yao supported the documentation and reporting of over 4.4 million cubic yards of debris.

State of Texas, Severe Storms, Tornadoes, Straight-Line Winds and Flooding Program Management, 2015 | Mr. Yao served as a senior manager and data management coordinator for the City of Houston, Hays County, and Caldwell County following severe storms and flooding that resulted in a disaster declaration. Mr. Yao supported project documentation and reporting.

State of Alabama, Severe Storms and Tornadoes Program Management, 2014 | Mr. Yao served as a senior manager and data management coordinator for the counties of Blount and Limestone. Mr. Yao supported documentation, data management, and reporting deliverables for the projects.

New Jersey Department of Environmental Protection, Hurricane Sandy, 2012| Mr. Yao served as a senior manager and data management coordinator for NJDEP waterways debris removal program. This program included the removal of submerged and partially submerged hurricane debris as well as sediment removal that was a result of the hurricane.

City of New Orleans, Louisiana, Hurricane Katrina Data Management, 2011 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of over 1,700 residential structural demolitions that were a result of Hurricane Katrina.

State of Texas, Hurricane Ike Data Management, 2008 | Mr. Yao served as a senior data manager and was responsible for the coordination, data management, reporting, and invoice reconciliation of multiple projects including the City of Houston, City of Galveston, and Galveston County.

Daniel Gardner

Vice President / Data Operations

FIRM

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FEMA Hazard Mitigation Grant Program (404 and 406) | FEMA Severe Repetitive Loss Program | CDBD Disaster Recovery | CDBG Housing

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $2 billion. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

PROJECT EXPERIENCE

U.S. Army Corps of Engineers (USACE), Louisville District - Kentucky, Tornado Recovery Operations, 2021 – 2022 | In December of 2021, Graves County and the City of Mayfield were devastated by a Major EF4 tornado that required a massive emergency response and recovery operation. Thompson responded to both the City and County as the debris monitoring subconsultant to the U.S. Army Corps of Engineers (USACE). Mr. Gardner served as the Data Manager overseeing the Thompson data team who provided quality assurance, project reporting, mapping, data management, and invoice reconciliation support. Overall, Thompson monitored the removal of more than 433,000 cubic yards of debris from the County and City.

Grant Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 - 2021 | Mr. Gardner served as the Data Manager overseeing all data operations for Grant Parish following the severe effects of Hurricane Laura. He was responsible for daily ticket reviews, data reconciliation and validation, daily reporting and contractor invoice tracking. Overall, Thompson has monitored and documented the removal of over 1.1M cubic yards of debris from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and was responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner managed the Thompson data management team responsible for validation and reporting of all project data. He was also responsible for data reconciliation and contractor invoicing. Thompson monitored, documented, and substantiated reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 | The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated $85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

TRAINING & CERTIFICATIONS

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Assessment
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Nicole Lehman

Director of Client Services / Program Manager

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

16 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program | CDBG Disaster Recovery | CDBG Housing

Ms. Lehman has 16 years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian Disaster Recovery, 2022 – 2023 | Lee County suffered widespread flooding and extensive damage as a result of Hurricane Ian. Ms. Lehman served as an onsite program manager during the recovery operations and coordinated closely with the County overseeing day-to-day operations for monitoring projects and providing planning support. Thompson has monitored the removal of over 5.7M cubic yards of debris and over 43,450 hazardous limbs and trees throughout the County.

Escambia County, Florida, Hurricane Disaster Recovery Operations, 2020 - 2021 | Ms. Lehman served as a program manager during the recovery operations and response by Escambia County following Hurricane Sally. She was responsible for ensuring all projects had the adequate resources necessary for completion, and that all projects were adhering to all federal, state, and local requirements. As the County's stand-by debris monitoring service provider, Ms. Lehman has provided planning support and preparedness services to the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 | Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Florida, Hurricane Irma Disaster Recovery, 2017 | Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 | Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the

plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Ms. Lehman served as the operations manager for debris removal monitoring operations in Georgetown County. She was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012-2013 | The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 | In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 | Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 | Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated $85M in damages.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 | Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over $1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 | Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over $3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over $62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 | Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

TRAINING & CERTIFICATIONS

- HAWOPER 40-hour Certification
- OSHA 30-hour Certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management Systems (NIMS) an Introduction

Patrick Gardner

GIS Manager

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EDUCATION
BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE
10 years

PROGRAM EXPERIENCE
FEMA Public Assistance Emergency Work (Categories A-B)

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

PROJECT EXPERIENCE

New Mexico Department of Transportation (NMDOT), Wildfire Recovery Operations, 2022 – 2023 | Widespread wildfires caused significant damages throughout the State in 2022. Thompson was activated by the New Mexico Department of Transportation (NMDOT) in San Miguel and Mora counties to provide disaster debris removal monitoring services on NMDOT maintained roadways and to conduct special programs including private property debris removal and waterway debris removal. Mr. Gardner coordinated with the NMDOT to provide geospatial analysis, maps, and figures for the simultaneous project operations. To date, Thompson has monitored the removal of over 170,000 tons of debris and 12,000 hazardous trees and limbs on behalf of the NMDOT.

City of Mobile, Alabama, Hurricane Sally Recovery Operations, 2020 - 2021 | Mr. Gardner served as the GIS manager for the City following Hurricane Sally. He was responsible for coordinating with the City to provide geospatial analysis and maps and figures representing City-wide debris monitoring operations data. Overall, Thompson monitored the removal of over 850,000 cubic yards of debris.

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, 2018 - 2019 | Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated with each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 | Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 | Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 | Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 | Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 | The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 | Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 | In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 | Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishmnet.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 | Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 | As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 | As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (Pterois volitans/miles complex) from Little Cayman Island, 2013 - 2014 | Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (Pterois volitans) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 | While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and interns for various project tasks.

TRAINING & CERTIFICATIONS

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Bourne Pathogens
- GIS Applications for Natural Resource Management, Florida Sea Grant

Jonathan Clark

Senior Closeout Specialist / FEMA Consultant

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EDUCATION
MA Business Management and Leadership
BA Homeland Security and Emergency Management

EXPERIENCE
18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FEMA Hazard Mitigation Grant Program (404 and 406) | HUD CDBG Disaster Recovery | ROE / PPDR Removal Programs

Jonathan Clark has over 18 years of experience in the disaster response and recovery industry. He is a multifaceted consultant with a broad and diverse set of experience working with several federal and state grant programs. Mr. Clark has served as a grant management consultant for both Grantees and Applicants/Sub-Grantees, giving him experience in all roles involved in grant management programs. Mr. Clark has managed the financial recovery of communities receiving more than $800 million in federal funding.

PROJECT EXPERIENCE

Denham Springs Housing Authority, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2023 | Severe storms and flooding left Authority owned buildings and housing units severely damaged and unlivable. As the Project Manager, we are in the process of managing a $13 million dollar recovery, including construction program oversight, and recovering funds from multiple agencies (CBDG-DR, FEMA), ensuring each agency's requirements are met and adhered to.

New Mexico Department of Transportation, FEMA PA 2022-2023 | Mr. Clark served as the Recovery and Public Assistance Manager for the Hermits Peak Fire recovery response. Mr. Clark was responsible for managing the debris and permanent work projects (damage assessments, hazard mitigation proposals, etc.), mission assignments with New Mexico Homeland Security and Emergency Management (NMHSEM) and assisting in the construction and closeout process. Projects included Categories A, B, C, and D, which total an estimated $50 million.

Brevard County, Florida, Hurricanes Ian, Nicole, Irma & Micheal FEMA PA 2022-2023 | Mr. Clark assisted the County with legacy projects including Hurricane Irma and Matthew, processing them through closeout. As respondent to Hurricane Ian and Nicole with a combined total estimate of over $50 million in active project costs, Mr. Clark managed recovery processes, performed site assessment and inspections, as well as provided hazard mitigation proposals.

City of Fort Lauderdale, Florida, Hurricane Irma, and COVID-19, 2017 - 2023 | During Hurricane Irma, the City incurred damages to its beaches, parks, buildings, and utility infrastructure. Mr. Clark processed category A and B claims totaling more than $25 million as well as multiple permanent work projects, including categories E, F and G, to restore damaged buildings, utilities and parks. Mr. Clark is also assisting the city with its' COVID-19 pandemic response efforts which includes approval of a temporary non-congregate shelter to house vulnerable residents of the community.

City Denham Springs, Louisiana, Severe Flooding FEMA PA, HUD CDBG-DR and Hazard Mitigation Consulting, 2016 - 2020 | Severe storms and flooding left over 1,000 homes severely damaged and public infrastructure devastated, including a destroyed City Hall and over one dozen lift stations in Denham Springs, LA. Mr. Clark is supporting the City in developing FEMA PA and Hazard Mitigation documentation to substantiate over $12 million in disaster recovery costs. Mr. Clark is also managing the City's HUD CDBG-DR claims, which will provide funding for the non-federal share of the FEMA PA project costs.

Volusia County, Florida, Hurricane Irma, 2017 – 2020 | Following Hurricane Irma, Mr. Clark assisted Volusia County, FL with the preparation of PWs for both emergency and permanent work. The County suffered widespread damages generating more than 750,000 cubic yards of debris and destroying County infrastructure such as buildings and equipment. In total Mr. Clark prepared project worksheets totaling nearly $20 million in eligible FEMA PA damages. Additionally, Mr. Clark provided consultation regarding hazard mitigation opportunities to limit the potential damage during future disasters.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 -2016 | Mr. Clark served as a FEMA PA grant administration consultant for the SCDOT. Mr. Clark prepared both large and small projects for approximately 100 roads and bridges throughout the State. In this role, Mr. Clark conducted site visits with SCDOT engineers, State representatives and FEMA staff and provided policy guidance and consulting support to maximize reimbursement for the SCDOT. Additionally, Mr. Clark identified mitigation opportunities and prepared Section 406 hazard mitigation requests to further strengthen SCDOT's infrastructure.

New York State Office of Emergency Management, Hurricane Sandy FEMA PA Consulting, 2012 - 2014 | Mr. Clark assisted multiple Long Island applicants in a grantee role as part of the NYSOEM team. His duties included documentation collection and review, project worksheet development, and program management of FEMA PA applicants' large projects.

Emergency Management Consultant, 2011 - 2012 | As an Emergency Management Consultant, Mr. Clark coordinated with and assisted federal, state and local emergency management agencies in developing Emergency Response, Multi-Hazard Functional, and/or Mitigation Plans in accordance with Federal and State requirements. His responsibilities included coordinating and assisting federal, state and local emergency management agencies with developing Continuity of Operations, Continuity of Government, Business Continuity Plans, and emergency communication and notification plans and procedures. In addition, Mr. Clark coordinated and assisted in the design, development, facilitation and evaluation of tabletop, functional and full-scale exercises, as well as developed, defined, and established correlation and maintained metrics. Through this valuable experience, he often interfaces and communicates with clients to execute project plans and prepare project deliverables.

Planning Section Chief 2010-2011 | Mr. Clark served as acting Branch Planning Chief. In this position, he collected and organized incident status and situation information as defined within ICS. This involved coordinating, evaluating, analyzing, and displaying information for supervisory managers. In addition, Mr. Clark was responsible for developing, defining, establishing, correlating, and maintaining performance metrics. Other duties included plan, establish and maintain mission assignments, goals and benchmarks for operational planning.

FEMA, Ground Support Unit Lead (Coordinating and Planning) 2005-2009 | While at FEMA, Mr. Clark planned, coordinated, and managed staff and resources as Deputy Logistic Chief Understudy. He also evaluated and analyzed resources and market trends and research. Other responsibilities at FEMA included:

- Federal Equipment Manager: Includes maintenance, tasking, mobilization, and installation.
- Acting Program Analyst: Created and evaluated logistic operational plans and statistical reports.
- Project Manager: Maintained oversight on special projects and departmental budgets.
- Contracting Officer: Technical Representative managing contracts of more than 5 million USD.
- Resource, Supply, Documentation and Procurement Supervisor
- ICS Team Lead for logistics during Federal response of Gustav and Ike operations.

TRAINING & CERTIFICATIONS

- Graduate Certificate – Public Policy, Hamline University
- Graduate Certificate – Economic Development, Hamline University
- Graduate Certificate – Finance, Rice University
- Environmental Management, Oklahoma State University at Tulsa
- Transportation of Hazardous Materials (DOT), Oklahoma State University at Tulsa
- Management of Solid and Hazardous Waste (RCRA), Oklahoma State University at Tulsa
- RS Means Construction Cost Estimating Concepts
- Executive Certificate Certified Professional Project Manager (CPPM), St. Thomas University, Minneapolis MN
- FEMA E0930, Local ICS Management Course
- Construction Management Certificate, Fordham University (in progress)

Jeff Hollis

Field Operations Supervisor

FIRM

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Maitland, Florida 32751

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Mr. Hollis has 18- years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Lakeland, Florida, Hurricane Ian Disaster Recovery Operations, 2022 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Lakeland following Hurricane Ian. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 117,102 cubic yards of debris was documented and removed from the City.

Terrebonne Parish, Louisiana, Hurricane Ida Disaster Recovery Operations, 2021 | Hurricane Ida was the second most destructive hurricane to make landfall in Louisiana. Mr. Hollis served as the operations manager for Terrebonne Parish. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 2,775,000 cubic yards of debris was documented and removed from the Parish.

Winn Parish, Louisiana, Hurricane Laura Disaster Recovery Operations, 2020 | Mr. Hollis served as the operations manager for Winn Parish following Hurricane Laura. He oversaw all debris removal monitoring operations including right-of-way debris removal and hazardous tree and limb removal. Overall, 149,000 cubic yards of debris was documented and removed from the Parish.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 – 2017 | Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including

right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Hollis served as a field operations manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 | Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 | Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

Connie Stewart

Field Operations Supervisor

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Maitland, Florida 32751

EXPERIENCE
18 years

PROGRAM EXPERIENCE
FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G) | FHWA ER Program

Ms. Stewart has 18 years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

PROJECT EXPERIENCE

Lee County, Florida, Hurricane Ian, Disaster Recovery Operations, 2022 – 2023 | Ms. Stewart served as the operations manager for Lee County following the devastating impacts of Hurricane Ian. She oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on County maintained roadways. Overall, Thompson monitored the removal of more than 5.7M cubic yards of debris from the County.

Alabama Department of Transportation (ALDOT), Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Hurricane Sally inundated the Gulf Coast with heavy rains and destructive winds causing a large amount devastating debris. Ms. Stewart served as the operations manager for ALDOT and oversaw debris removal operations such as right-of-way (ROW) debris removal programs and hazardous tree/limb removal on ALDOT maintained roadways. Overall, more than 2.4M cubic yards of debris was monitored, collected, and removed.

Jackson County, Florida, Hurricane Michael, 2018 - 2019 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Michael. The County performed right-of-way (ROW) debris removal programs, hazardous tree, limb and stump removal, and County parks debris removal projects. Thompson substantiated more than 120,000 cubic yards of debris.

Carteret County, North Carolina, Hurricane Florence, 2018 - 2019 | Following the landfall of Hurricane Florence, Carteret County experienced pervasive damage and extensive flooding. Ms. Stewart served as operations manager overseeing debris removal monitoring operations including right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal throughout the County. Overall, approximately 1.5 million cubic yards of debris was removed from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 | Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 | Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 – 2013 | Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 | Ms. Stewart operated heavy equipment, including trackhoes, dozers and off-road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 | Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 | In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 | Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right-of-way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 | Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activities of a group of debris removal monitors and ensured project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition, Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 | Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right-of-way, saltwater kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

TRAINING & CERTIFICATIONS

- FEMA Professional Development Series (consists of 7 different courses)
- FEMA IS-00005.A An Introduction to Hazardous Materials
- FEMA IS-00100.B Introduction to Incident Command Systems ICS-100
- FEMA IS-00340 Hazardous Materials Prevention
- FEMA IS-631 Public Assistance Operations 1
- FEMA IS-00632.A Introduction to Debris Operations
- FEMA IS-00634 Introduction to FEMA's Public Assistance Program
- FEMA IS-00700.A National Incident Management System (NIMS) An Introduction
- FEMA IS-00703.A NIMS Resource Management
- FEMA IS-00704 NIMS Communications and Information Management
- FEMA IS-00800.B Nation Response Framework, An Introduction
- FEMA IS-00805 Emergency Support Function (ESF) #5 Emergency Management
- FEMA IS-00810 Emergency Support Function (ESF) #10 Oil and Hazardous Materials Response
- OSHA 16 Hour Course #7600 Disaster Site Worker
- OSHA 40 Hour HAZWOPER + 8 Hour Refresher to Stay Current
- OSHA 10 Hour Construction Safety and Health
- OSHA 30 Hour Construction Safety and Health
- OSHA 510 – Construction Safety and Health
- OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Katherine Torres Suarez

Operations Manager

FIRM

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EXPERIENCE

7 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Ms. Torres Suarez has seven years of experience managing debris monitoring operations throughout the United States. In addition to right-of-way (ROW) debris monitoring programs, Ms. Torres Suarez has worked extensively on large scale private property debris removal programs such as Jefferson Parish following Hurricane Ida which produced over 1.6M cubic yards of debris and Puerto Rico Authority for the Financing of Infrastructure following Hurricane Maria. Ms. Torres Suarez also has extensive experience with hazardous leaner, hanger, and stump removal, vessel recovery and waterways debris removal monitoring programs.

PROJECT EXPERIENCE

City of Sanibel, Florida, Hurricane Ian Disaster Recovery Operations, 2022 – 2023 | Hurricane Ian was one the deadliest hurricanes to impact Florida. Ms. Torres Suarez served as the operations manager for the City overseeing the day-to-day operations for all monitoring projects throughout the City. Programs included right-of-way debris collection, beach remediation, and hazardous tree and stump removal. Overall, approximately 1,457,258 cubic yards of debris was collected from the City.

Jefferson Parish, Louisiana, Hurricane Ida Disaster Recovery Operations, 2021 – 2022 | Ms. Torres Suarez served as the private property debris removal (PPDR) office manager overseeing all PPDR operations, public communications and engagement efforts. Thompson monitored the collection and removal of over 1.6M cubic yards of vegetative and construction and demolition debris from the Parish.

Louisiana Department of Transportation & Development (LADOTD), Hurricane Ida Recovery Operations, 2021 | Ms. Torres Suarez served as a field supervisor for debris removal monitoring efforts in District 62 of the LADOTD, following Hurricane Ida. She was in charge of overseeing field monitors tasked to monitor debris removal operations including right-of-way (ROW) debris removal and hazardous tree and stump removal on LADOTD maintained roadways. Overall, approximately 1.7M cubic yards of debris was collected from the District 62.

Kentucky Transportation Cabinet (KYTC), Winter Storm Recovery, 2021 | Ms. Torres Suarez served as the operations manager for debris removal monitoring efforts on behalf of the KYTC, District 9 following an unusually damaging winter storm. Ms. Torres Suarez oversaw day-to-day operations for all monitoring projects including emergency road clearance and right-of-way collection on KYTC maintained roadways. Thompson monitored the collection of over 20,000 tons of debris from throughout District 9.

City of Corpus Christi, Texas, Severe Winter Storm, 2021 | Ms. Torres Suarez served as a field supervisor overseeing the debris removal monitoring effort in the City. Overall, Thompson provided the substantiation for more than 75,000 cubic yards of debris as a result of the severe winter storm.

Winn Parish, Louisiana, Hurricane Laura Recovery Operations, 2020 | Ms. Torres Suarez served as operations manager for debris removal monitoring services on behalf of Winn Parish following Hurricane Laura. Ms. Torres Suarez oversaw day-to-day debris monitoring operations including right-of-way collection and hazardous tree and stump removal on Parish maintained roadways. These operations substantiated the removal of over 158,000 cubic yards of vegetative debris.

Puerto Rico Authority for the Financing of Infrastructure (AFI), Hurricane Maria Private Property Debris Removal Operations 2019 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico, and the island

has continued to carry out long-term recovery operations. Ms. Torres Suarez served as the administrative branch manager for private property debris removal operations on behalf of AFI. She was responsible for overseeing all administrative PPDR operations, public communications and engagement efforts.

Town of Paradise, California, Wildfire Recovery Operations, 2019 | Ms. Torres Suarez served as the task force lead overseeing for debris removal efforts following the devastating wildfires that swept Northern California. Katherine was in charge of overseeing day-to-day debris removal monitoring operations throughout the Town of Paradise. The Town performed emergency road clearance and debris removal operations and right-of-way collection of vegetative, construction and demolition (C&D) debris throughout the affected areas.

Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 – 2019 | Ms. Torres Suarez served as the as a field supervisor overseeing debris removal monitoring efforts throughout Gadsden County. The County performed hazardous tree and limb removal, parks debris removal, as well as right-of-way (ROW) collection programs on County maintained roadways. Overall, Thompson substantiated the removal of over 1.5M cubic yards of debris from the County.

Leon County, Florida, Hurricane Michael Recovery Operations, 2018 | Ms. Torres Suarez served as the as a field supervisor overseeing debris removal monitoring efforts on behalf of Leon County. She was in charge of overseeing field monitors tasked to monitor debris removal operations. The County performed hazardous tree and limb removal, as well as right-of-way (ROW) collection programs on County maintained roadways. Overall, Thompson substantiated the removal of over 1M cubic yards of debris from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Ms. Torres Suarez served as a field supervisor overseeing day-to-day debris removal operations for all programs including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on DTOP maintained roadways. Thompson has substantiated over 400,000 cubic yards of debris throughout three DTOP zones.

TRAINING & CERTIFICATIONS

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Training
- Louisiana ATSSA Traffic Control Supervisor

Keith Forrester

Field Operations Manager

FIRM

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EDUCATION

BA: Marketing and Management

EXPERIENCE

15 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Forrester has 15 years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Forrester has worked extensively on Leaner, Hanger, and Stump Removal programs in some of the largest parks impacted by debris generating events in the last decade, including programs in Alabama, Arkansas, Missouri, and Texas. Mr. Forrester has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations including Hurricanes Isaac and Sandy.

PROJECT EXPERIENCE

Graves County & City of Mayfield, KY, Kentucky Tornado Recovery Operations 2021 - 2022 | Thompson provided debris removal monitoring services to Graves County, KY under the USACE and was later activated by the City of Mayfield, KY to continue disaster recovery efforts. Mr. Forrester served as Field Supervisor under the USACE and Operation Manager for the City of Mayfield. He oversaw day-to-day operations for all monitoring programs. Overall, Thompson monitored the removal of over 542, 050 cubic yards of debris following the tornados.

Grant Parish, Louisiana, Hurricane Disaster Debris Removal Monitoring, 2020 - 2021 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Grant Parish following Hurricane Laura. The Parish performed both hazardous tree and limb removal, right-of-way (ROW) collection programs, and Parish schools debris removal projects. Overall, more than 1.1 million cubic yards of construction, demolition, and vegetative debris have been collected from the Parish.

Volusia County, Florida, Hurricane Irma Recovery, 2017 - 2018 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Volusia County, Florida. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 | Mr. Forrester served as project/operations manager for debris removal monitoring efforts on behalf of the City/Parish. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.9 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

Fentress County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Forrester served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Fentress County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

Hurricane Deployment, Hurricane Sandy, New York, 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Babylon, New York following Hurricane Sandy. Keith oversaw truck certification, monitor onboarding and badge distribution, right-of-way collection and tree work using ADMS and TDMSweb. Keith performed QA/QC and on-site training for monitors utilizing ADMS handheld devices in the field.

Terrebonne Parish, LA, Hurricane Recovery Operations 2012 | Mr. Forrester served as an operations manager for debris removal monitoring efforts on behalf of Terrebonne Parish following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all ADMS monitoring projects including handheld deployment, truck certification, monitor intake and badge distribution, emergency road clearance and debris removal operations and right-of-way collection of over 56,000 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas. Mr. Forrester was also responsible for assisting for generating reports on TDMSweb for daily distribution to project stakeholders.

Virginia Department of Transportation (VDOT), Hurricane Recovery Operations, Hurricane Irene, 2011 | Mr. Forrester served as field supervisor overseeing disaster debris removal operations in the several different residencies across the eastern part of Virginia. He was also responsible for the supervision of 5 – 20+ collection monitors daily. In total, the recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMSweb.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Forrester served as the field project manager to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines. Mr. Forrester managed all tree work documentation with TDMSweb and was responsible for daily distribution of progress maps and project financial reporting.

Arkansas Game and Fish Commission, Ice Storm Debris Removal Monitoring | Mr. Forrester served as a field supervisor on state debris removal program to remove hazardous tress and hanging limbs from State parks and hunting grounds damaged by an ice storm. Mr. Forrester's team monitored debris removal in adverse outdoor conditions and ensured that the Global Position System (GPS) coordinates, electronic photographs, and field documentation were properly maintained to substantiate FEMA Category A reimbursement.

City of Beaumont, TX, Hurricane Debris Removal Monitoring | In 2008, Mr. Forrester served as a field project manager on the City of Beaumont debris monitoring effort. In addition to monitoring, documenting, and substantiating FEMA reimbursement for Right-of-Way vegetative debris removal, Mr. Forrester also managed and monitored the removal of debris fields created by storm surge, as well as inland waterway debris removal and oversight of the leaning tree, hanging limbs, and hazardous stump removal program.

City of Springfield, MO, Ice Storm Debris Removal Monitoring | Following the devastating impact that a large ice storm made on Oklahoma and Missouri, Mr. Forrester served as the field operations manager for the City of Springfield's debris removal monitoring program. Mr. Forrester's field team monitored and documented the removal of over 1,000,000 cubic yards of vegetative storm debris and worked with the City, State, and FEMA to address many unique challenges, including a parks debris, damaged tree, and hanging limb removal program in compliance with newly issued FEMA Disaster Specific Guidance.

Gary Brooks

Project / Operations Manager

FIRM

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MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

18 years

PROGRAM EXPERIENCE

FEMA Public Assistance Emergency Work (Categories A-B) | FHWA ER Program

Mr. Brooks has 18 years of experience managing debris monitoring operations throughout the United States. In addition to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola, Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

PROJECT EXPERIENCE

Kentucky Transportation Cabinet (KYTC), Severe Flooding Recovery, 2022 – 2023 | Between June and July of 2022, a series of severe storms inundated Eastern Kentucky with heavy rainfall causing acute flooding in the State. Mr. Brooks served as project manager on behalf of KYTC following the severe storms and was responsible for overseeing all debris removal monitoring operations across several counties and municipalities. These operations led to the removal of over 331,818 tons of vegetative debris from KYTC maintained roadways.

Escambia County, Florida, Hurricane Sally Disaster Recovery Operations, 2020 - 2021 | Mr. Brooks served as the operations manager overseeing day-to-day operations for all debris monitoring operations including special projects such as public parks debris removal within the County and Private Property Debris Removal (PPDR) efforts. Thompson monitored the collection and removal of over 4.4M cubic yards of vegetative and construction and demolition debris from the County.

Gadsden County, Florida, Hurricane Michael Recovery Operations, 2018 - 2019 | Mr. Brooks served as the operations manager for debris removal monitoring efforts in Gadsden County, Florida, following Hurricane Michael. He was in charge of overseeing day-to-day operations for all monitoring programs including right-of-way (ROW) debris removal and hazardous tree and stump removal on County maintained roadways. Overall, approximately 1.5M cubic yards of debris was collected from the County.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 | Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 | Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the County including performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Overall, Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017 | Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 | Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event.

He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 | Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 | Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 | Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 | Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 | Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011 | The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 | In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brook's monitoring team oversaw, monitored, and documented the removal of over 1M cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring, 2006 | Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 | Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, three prime contractors removed nearly 8M cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

TRAINING & CERTIFICATIONS

- OSHA 30-hour Construction Safety
- OSHA 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction

SECTION 3
Insurance

Certificates of Insurance

Thompson has included our certificates of insurance in the subsequent pages of this section as evidence of our coverage and demonstrating our ability to maintain all insurance requirements the City has set forth.

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			BAP 3534779-02	2/1/2024	2/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [N]	N / A		WC 3534777-02	2/1/2024	2/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

[redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2024

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cadence Insurance, a Gallagher Company
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 FAX (A/C, No): 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 2066980079 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VRS0007177	2/1/2024	2/1/2025	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0007177	2/1/2024	2/1/2025	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
[redacted]

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SECTION 4
Proposed Method of Doing Work

Our Understanding

The City of Bentonville (City) is the county seat of Benton County in the northwest Arkansas region, which is one of the fastest growing regions in the country. The City encompasses 34.25 square miles and maintains over 300 acres of city parks and 50 miles of fitness and mountain biking trails. The City was most recently impacted by severe thunderstorms, straight-line winds and tornados during the early morning of May 26, 2024. The tornados and straight-line winds caused significant tree damage and structure damage in varying degrees throughout the City. As evidenced by the extensive damage to City and residential infrastructure and resulting debris, the City is highly vulnerable to the impacts of future debris-generating disasters such as severe storms and tornadoes. As such, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Arkansas Division of Emergency Management (ADEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

*Thompson was activated by the City following the impacts of the May 26th storms. Our experience with the City includes the substantiation of approximately **343,000** cubic yards of debris from the right-of-way, parks and trails, and waterways throughout the City. Thompson understands the diverse geography of the City and the unique operational needs and the challenges the City may face prior to and following a future disaster event. We will use what we have learned from previous disaster recovery projects in the City and throughout the United States to improve the efficiency of the debris removal program, reduce the overall cost of the various debris removal programs, and expedite the City's recovery following a future disaster event.*

Utilization of Technology Solutions

Thompson's Automated Debris Management System (ADMS)

13+
years of TDMS deployments

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. Each major component of TDMS is summarized below:

TDMS*mobile*: is an ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing a handheld device and hip printer. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld

and verified in the web-based system. TDMS*mobile* also has a disconnected architecture and is fully operational in a post storm environment where cellular networks are compromised or destroyed.

TDMS*web*: is a web-based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.

TDMS*maps*: is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. TDMS*maps* provides full access to live maps, progress maps and query maps which assist in the evaluation of progress, assignment, or re-assignment of crews, and provide graphical information to make debris management decisions that support effective and efficient operations. Thompson can tailor progress and real-time operation mapping to meet the needs of the project.

TDMS*portal*: is a web-based portal that serves as the client and contractor information center for contract documents, project costs, electronic tickets, accounting transactions and invoices. ***TDMSportal will be the City's secure and single sign-on resource to access all project data and documentation.*** TDMS*portal also* provides access to viewing, querying, sorting, reporting, mapping, and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increases visibility between the applicant, Thompson, and the debris contractor.

Through the implementation of these technologies, TDMS limits the propensity for human error, fraud, data entry error, and reconciliation challenges resulting in efficiencies, increased accuracy, and cost savings. ***Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.***

Successful Deployment History

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since 2012. TDMS can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). The following list includes a summary of each disaster incident and the number of handheld units deployed.

Table 4-1: TDMS Deployments

Disaster	Units Deployed	Disaster	Units Deployed
2024 Hurricane Milton	1,040	2019 Hurricane Dorian	91
2024 Hurricane Helene	1,729	2018 Hurricane Michael	1,300
2024 Hurricane Debby	103	2018 Hurricane Florence	235
2024 Hurricane Beryl	963	2017 Hurricane Maria	375
2024 TX Severe Storms	362	2017 Hurricane Irma	1,200

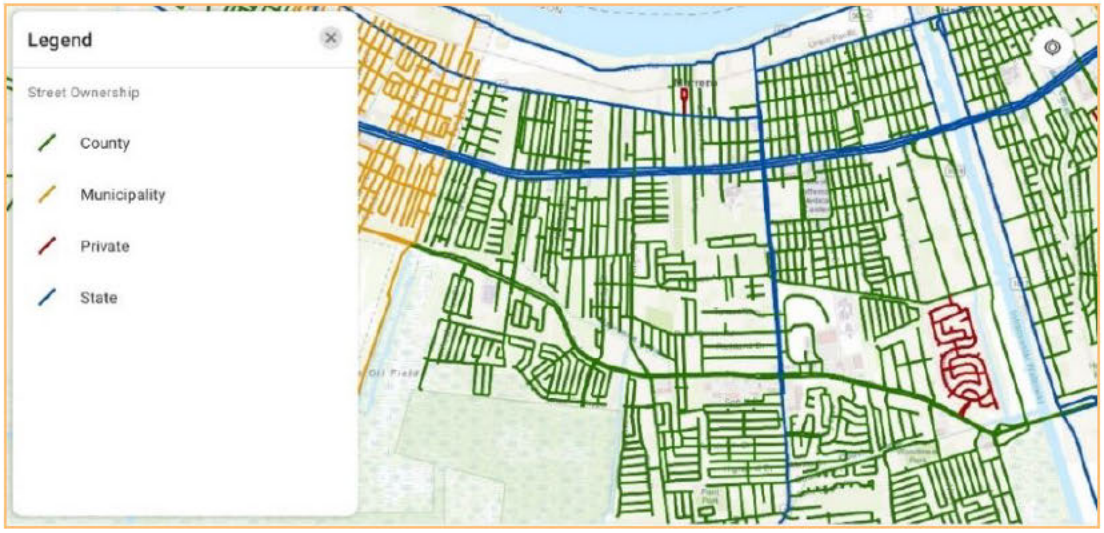
Disaster	Units Deployed	Disaster	Units Deployed
2023 Hurricane Idalia	83	2017 Hurricane Harvey	400
2022 Hurricane Ian	2,015	2016 Hurricane Matthew	876
2021 KY Sever Winter Storm	689	2016 Louisiana Flooding	330
2020 Hurricane Delta	61	2015 South Carolina Flooding	180
2020 Hurricane Zeta	343	2014 Winter Storm Pax	475
2020 Hurricane Sally	1,619	2012 Hurricane Sandy	100
2020 Hurricane Laura	438	2012 Hurricane Isaac	12

Thompson maintains over 3,500 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last 13 years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

GIS Mapping Capabilities

Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (e.g., local vs. state roadways).

Figure 4-1: Road Responsibility Designation Map



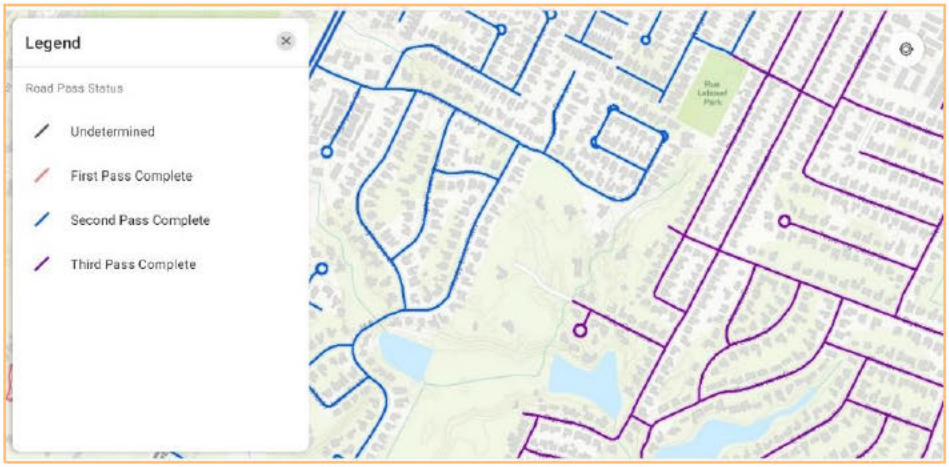
Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we can integrate data collected through ESRI's Survey123 and Field Maps for display in ArcGIS applications (Web Mapping Applications, Dashboards, or StoryMaps).

TDMS*maps* is a web-based GIS application that integrates geospatial and relational data to enhance management and public information capabilities and is available to our clients through TDMS*portal*. Thompson's clients have full access to a variety of live maps, progress maps and query maps and can be tailored to the needs of the City.

Pass, Progress, and Activity Mapping

Progress and pass mapping, which geographically present debris removal contractor activity, is a valuable tool for our clients, the contractors, and the community. The ability to show which roadways debris removal crews have performed collection allows the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.

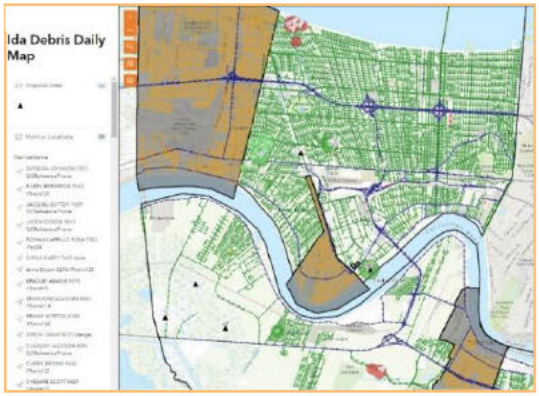
Figure 4-2: Road Clearance Pass Map

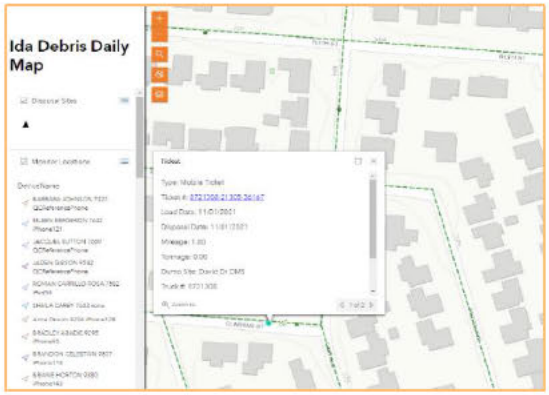


Progress maps can be URL/web-based and shared with the public to communicate debris removal activity. Zoom functions within the map can provide street-level detail.

Debris monitor activity maps depict, in real-time, where monitors are documenting debris removal. Zoom features provide street-level view and ticket details including date, time, location debris collection type and quantity. Activity maps can also be searched by exact street addresses to check progress.

Figure 4-3: Daily Debris Monitor Activity Maps

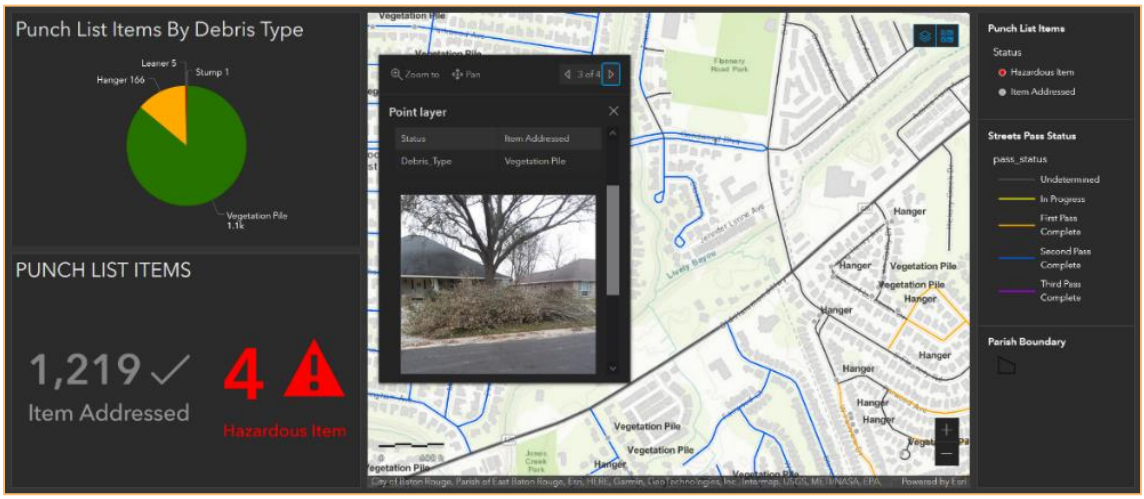




Dashboards

Thompson can also create GIS Operations Dashboard that displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc. Dashboards can be created for a variety of debris removal programs, including private property debris removal.

Figure 4-4: Punch List and Pass Map Dashboard



Approach to Debris Removal Monitoring

Maximizing Reimbursement

Thompson's approach to providing disaster debris removal and disposal monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients.

Through past experience and lessons learned, we have been able to develop a fine-tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects.

This approach is applied throughout all contract activities and all phases of the disaster preparedness, response, and recovery program for disaster debris removal monitoring.

Figure 4-5: Disaster Debris Removal Monitoring Phase and Task Summary



Non-Event / Preparedness and Planning

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City.

In addition, Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is provided below.

- Disaster Debris Management Plans (DDMP)
- FEMA Public Assistance (PA) Training
- Identification of Debris Management Sites (DMS)
- Procurement Assistance
- Public Information
- Mitigation Planning and Support
- Comprehensive Emergency Management Planning
- Executive Guidance to Commissions, Boards, and Panels

Post-Event / Disaster Debris Removal Monitoring Operations

Thompson has functionally organized our disaster debris removal monitoring operations by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on disaster specific challenges. Our tasks and task approach can be modified and scalable and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table 4-2: Mobilization Timeline

Task	Mobilization Time
Mobilization	
Program Management	Immediately following NTP
Damage Assessment	12-24 hours following notice-to-proceed (NTP)
Onboarding and Training of Employees	12-24 hours following NTP
Debris Program Implementation	
Health and Safety Plan Implementation	12-24 hours following NTP
Measure and Certify Trucks by FEMA PAPPG Standards	12-24 hours following NTP
Deploy Field Supervisors / Field Supervisors	12-24 hours following NTP
Deploy Loading Site Collection Monitors	24-48 hours following NTP
Deploy Debris Management Site Monitors	24-48 hours following NTP
Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	24-48 hours following NTP

Task	Mobilization Time
Perform Special Debris Removal Programs (e.g., private property debris removal)	TBD, based on input from ADEM and FEMA
Data Management	
Accumulate and Review Daily Field Data (QA/QC)	Onset of debris collection activities
Reporting and Progress Mapping	On-going throughout recovery operation
Reconcile Contractor Invoices	On-going throughout recovery operation

Mobilization

Mobilization | Program Management

Thompson will assist the City in in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

In most cases, Thompson will deploy our project team in anticipation of receipt a notice-to-proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. Upon receipt of a notice-to-proceed, Thompson will deploy Project Quality Assurance and Project Administrative initiation teams to the City.

The Project Quality Assurance Team will consist of the Project Manager and appropriate number of Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all field staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Motor Vehicle record checks
- Debris Monitor Training
- Health and Safety Plan Implementation

Collaboration with the City: Immediately following notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. Thompson will need the following information from the City prior to or upon mobilization:

- Points of Contact
- Copy of contract between City and debris removal contractor(s)

- GIS shapefiles
- List of priority roads
- Preferred debris removal zones (if available)
- Any inter-local agreements or memoranda of understanding with State, County, or other municipalities

Throughout the project, the Thompson Project Manager will identify critical path functions that will require close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Resource and Budget Estimates: Thompson provides a dedicated project team to ensure that each debris removal program is managed and documented properly to maximize available federal reimbursement. Additionally, the use of an Automated Debris Management System (ADMS) significantly reduces the quantity of hours and positions required to deliver FEMA compliant monitoring services including post-event activities such as assembling, documenting, and submitting supporting reimbursement documentation for FEMA claims and other grant-funding sources. The savings recognized are through the reduction of the number of staff required for supervisor and assistant (administrative and financial) positions.

> *A key differentiator of Thompson is our best management practices coupled with our ADMS technology which allow us to provide industry leading field monitoring and documentation with minimal administrative costs passed on to the client.*

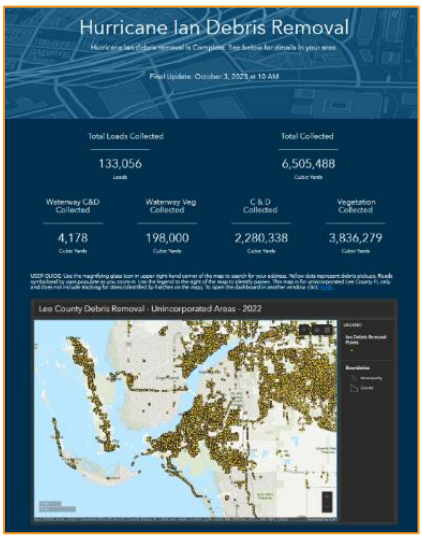
The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Following a disaster event that impacts the City, Thompson will work with the City and the City's debris removal contractor to develop a debris estimate based on the event, scope of work necessary to clean-up the debris, and budget to monitor the actual quantity of equipment that the contractor has pledged to execute the scope of work. Thompson's Automated Debris Management System (ADMS), the Thompson Data Management Suite (TDMS), will allow the City access to near real time financial encumbrances and project progress that can be tracked via the internet. ***To date, we have observed cost savings to our clients ranging from 20-30 percent with the use of our ADMS solution.***

FEMA and State Agency Coordination: To the extent that it is required by the City, Thompson will serve as a liaison between FEMA, ADEM, and other public entities to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance with FEMA Publication, Version 5; FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG). Thompson will work with the City, ADEM, FEMA Region 6, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster

Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

Public Information Support: Thompson has a variety of resources and tools to assist the City's public information and outreach efforts. During non-event times, prior to and immediately following a disaster incident, Thompson can work with the appropriate City staff to develop press releases to inform the public on topics related to debris removal efforts, including proper setout procedures for bring debris to the right-of-way, anticipated collection start, progress and end dates, and notification of special debris collection programs available to the public.

Thompson can also utilize our technology solutions, including our enhanced mapping capabilities, to provide project data summaries including debris types and collection totals as well as URL/web-based maps and dashboards that the City can share with the public.



As part of future recovery efforts, Thompson understands that the City would like to provide a public facing website to update residents on recovery progress. Thompson will work closely with the City to provide data and mapping information that can be displayed through a public dashboard hosted by the City and available to citizens online and through mobile devices.

Thompson can also establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of inquiries and complaints and their resolution to the City Project Manager on a weekly basis.

Mobilization | Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and their debris removal contractors. Immediately following a notice-to-proceed, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

Identification/Confirmation of Equipment Staging Area: If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.

Emergency Push: Thompson will work with the City and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the City's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.

Zone Assignment to Contractors and Subcontractors: Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc.

Distinct Field Management Based on Authorized Scopes of Work: ADMS will be configured to discreetly document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.

DMS Permitting: Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

Mobilization | Damage Assessment

At the direction of the City, Thompson can assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

- Identifying damaged facilities
- Documenting damages
- Documenting work and cost
- Other Considerations (codes and standards, repair vs. replacement, hazard mitigation etc.)

All damage assessment documentation will be captured, digitized, and managed using TDMS. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.

Estimation Methodology: For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris-estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation. The estimated quantities produced by the model have a predicted accuracy of ± 30%.

Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and unmanned aerial systems assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. Unmanned aerial systems assessments are important because they provide Thompson with the ability to gauge the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Mobilization | Onboarding and Training of Employees

100+
monitors onboarded daily

Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and Thompson's staffing plans are designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs no matter the operating climate. Typically, Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of candidates to serve as future debris collection and disposal monitors. Thompson will contact these candidates immediately following the issuance of a notice to proceed and simultaneously begin recruiting efforts for the City.

Thompson is fully prepared to deploy the appropriate number of fully trained field staff to the City within 24 hours of receiving a notice to proceed and will make every effort to hire residents from impacted communities within the City to serve as debris monitors. This effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Ability to Onboard and Train within 24 Hours: Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time.

The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained and safe local hires within 24 hours of a notice-to-proceed and fully staff the project within 72 hours of receipt of notice to proceed.

Table 4-3: Local Hire Task Summary

Task	Mobilization Time
Non- event local hire recruiting	Year-round
Local hire recruiting (activation imminent or issued)	12-48 hours
Driver motor vehicle record check	12-48 hours
Health and safety training	12-48 hours
Debris collection and disposal monitor training	12-48 hours
TDMS – debris management system training	12-48 hours
Issuance of personnel protective equipment (PPE)	First day of field operations for each monitor
Project is fully staffed	< 72 hours

Thompson Training Program / Operating Procedures: In accordance with FEMA Public Assistance Program and Policy Guide, Version 5; FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a thorough understanding of the roles and responsibilities of the debris manager, supervisor and field monitor including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, debris management sites (DMS), and final disposal locations
- The ability to differentiate between debris types

- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, ADEM, ADEQ and FEMA

Thompson begins training debris removal monitors at the inception of hiring and reinforces lessons learned daily in the field and as needed.

Debris Program Implementation

Debris Program Implementation | Health and Safety Plan

Thompson employees are trained to put the safety of anyone on a jobsite above all else – even a project timeline. Our behavioral-based program enables employees to conduct risk assessments to identify and control or eliminate hazards. Most importantly, our employees are authorized and required to stop work when safety is compromised. Our employees work in a variety of environments, from the field to the office. We believe that the health and safety of our employees are best protected when our activities are properly planned, so we work in advance to determine the different types of training and information our employees need.

Thompson will implement a Health and Safety Plan (HSP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HSP will establish that work performed on the project shall comply with all applicable OSHA, State of Arkansas, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide a hard hat, reflective vest, safety glasses and hearing equipment to collection and disposal monitors, and field supervisors.

In addition, Thompson will ensure that all collection and disposal monitors, and field supervisors report to work with a cell phone, protective shoes, long pants, hot, cold, and/or wet weather gear, sunscreen, and a supply of bottled water.

Debris Program Implementation | Truck Certification

In accordance with FEMA PAPPG standards, Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions, and unit rates in City's debris removal contract. To comply with these standards, Thompson will observe and record the following information during truck certifications:

- Valid truck registration
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number affixed to each side of the debris removal truck.

Debris Program Implementation | Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to oversee, document, and substantiate debris removal efforts efficiently and effectively. Field Supervisors will:

10:1
monitor to supervisor ratio

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are documenting the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by collection monitors to substantiate debris removal operations
- Identify, address, and troubleshoot any questions or problems that could impact work safety and eligibility
- Suggest methods to improve the efficiency of collection and removal of debris

Field Personnel Timekeeping: After operations conclude each evening, Thompson project managers will perform a review on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field by Supervisors for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

Debris Program Implementation | Deploy Field Monitors

Debris Loading Site Collection Monitors: Thompson will deploy a debris removal collection monitor for each piece of loading equipment deployed by the Contractor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City property and other collection zones identified and approved by the City. The Collection Monitor will perform all services outlined in the City's scope of services.

Hazardous Leaning Tree, Hanging Limb, and Stump Removal Monitors: Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with right-of-way (ROW) debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates.

Debris Management Site Disposal Monitors: Thompson will work with the City and their contractor(s) to establish the appropriate number of debris management sites (DMS) required and staff each site with trained DMS Disposal Monitors. Disposal Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS monitors will remain in contact with Field Supervisors and report any issues at the DMS site immediately.

Debris Program Implementation | Damage Complaint Tracking

Mitigating Damages: Thompson will proactively work with debris removal contractor(s) to discuss operational conditions to mitigate damages. Collection and Disposal Monitors are trained to identify and notify the debris removal contractors of potential causes damages before they occur. Thompson can also appoint a Field Supervisor dedicated to receiving and documenting damages that occur and are reported from the Collection and Disposal Monitors.

Documenting Damages: Collection and Disposal Monitors and Field Supervisors will be trained on the process for reporting and documenting damages, in addition Thompson will also appoint a dedicated Field Supervisor to each work zone for receiving damage reports and documenting all required information to track the incident from occurrence through resolution, including photographs, descriptions, and GPS coordinates.

Tracking Damages: Thompson will assign a unique work order number to each damage complaint and will track the work order by the GPS coordinate of the complaint. A map will be maintained of all damage related work orders showing the status (identified, verified, and resolved) of each incident. Thompson will maintain the following information for each damage complaint work order and organize work orders by service area:

- Work order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions by responsible party
- Photographs/other evidence of repair
- Cost summary, if available

Debris Program Implementation | Special Debris Removal Programs

The damage caused by major debris events including hurricanes, tropical storms, tornadoes and flooding often create the need for special debris removal programs which include, but are not limited to:

- Private property debris removal (PPDR)
- Debris removal and restoration of waterways and canals
- Debris removal from parks and recreation trails
- Vehicle and vessel recovery and disposal
- Hazardous waste and contaminated debris management
- Debris removal from storm drains and catch basins

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, ADEM, ADEQ, NRCS, USACE and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities. Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant

- Verifying that any contaminated disaster-related debris is addressed by the specialist from ADEQ and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (e.g., linear foot)
- Ensuring vehicles and vessels are abandoned, i.e., the vehicle/vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Private Property Debris Removal (PPDR) Monitoring: Thompson has extensive experience in developing and implementing private property debris removal (PPDR) programs, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten (10) years.

Thompson will review local ordinances and design a PPDR program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in California, Puerto Rico, Texas, Alabama, Mississippi, Louisiana, and Florida. To ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that residents in need can participate in the program.

Upon review and approval of a proposed PPDR program by the City, ADEM, and FEMA Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- FEMA Historic Preservation review / approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)

- Posting on property
- Executed Right-of Entry Agreement
- FEMA/ADEM Approval
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

All PPDR documentation is managed through multiple elements of TDMS, including organizing and storing program and property documentation, mapping, and property status and program statistics.

Figure 4-6: TDMS*web* Management and Administration of PPDR Documents

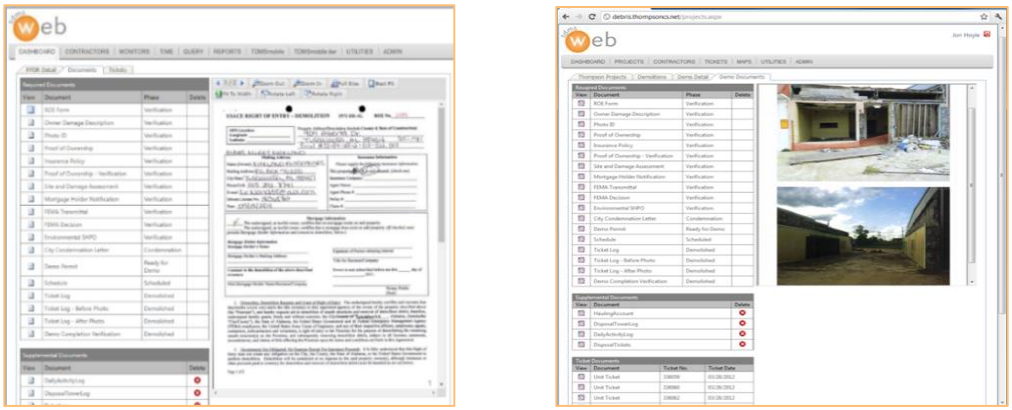


Figure 4-7: PPDR Applicant Intake Dashboard



Data Management

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting.

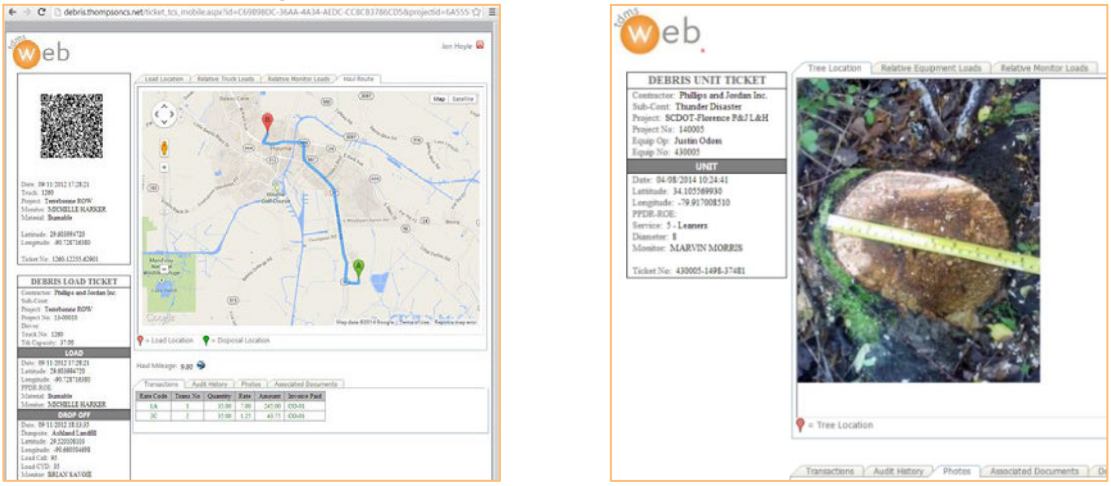
Data Management | Quality Control / Quality Assurance

Debris collection and disposal information generated from tickets created in the field utilizing TDMS*mobile* is uploaded into a secure electronic disaster debris data management system, TDMS*web*, that summarizes debris quantities to include collection and disposal information by date, debris type,

collection zone, and collection and disposal location. This information is reviewed daily through Thompson's quality assurance/quality control (QA/QC) queries and parameters which check of irregularities and outliers. Such queries and parameters include:

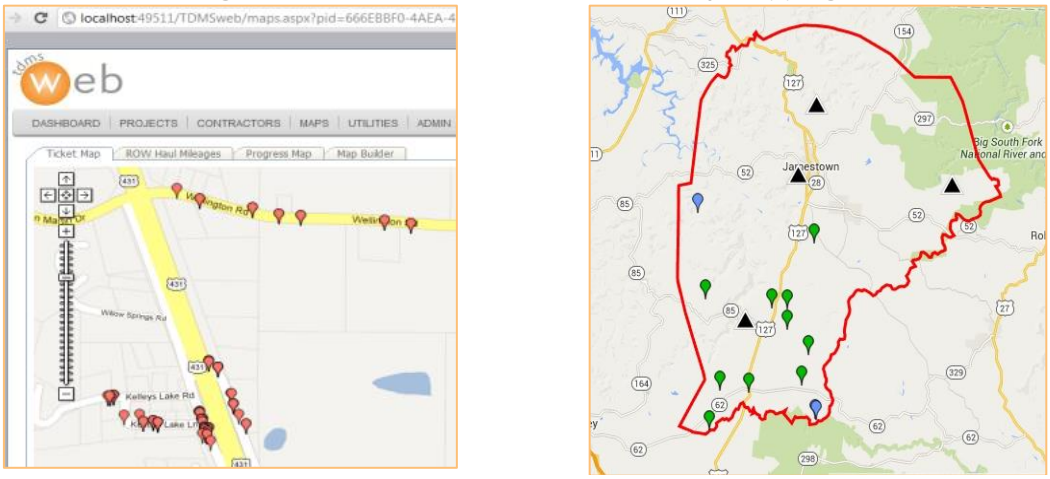
- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Figure 4-8: Ticket Data Presented in TDMS*web*



Thompson will also plot daily collection activities using GIS software to review collection locations against eligible City boundaries to ensure collection is occurring in designated work zones.

Figure 4-9: Ticket Location and Boundary Mapping



Data Management | Reporting

Thompson collects a large amount of information from field operations daily and can provide our clients a variety of reports, maps, and dashboards to summarize this information. We develop and manage all reports in-house and can customize each product based on the client's reporting needs and program configuration.

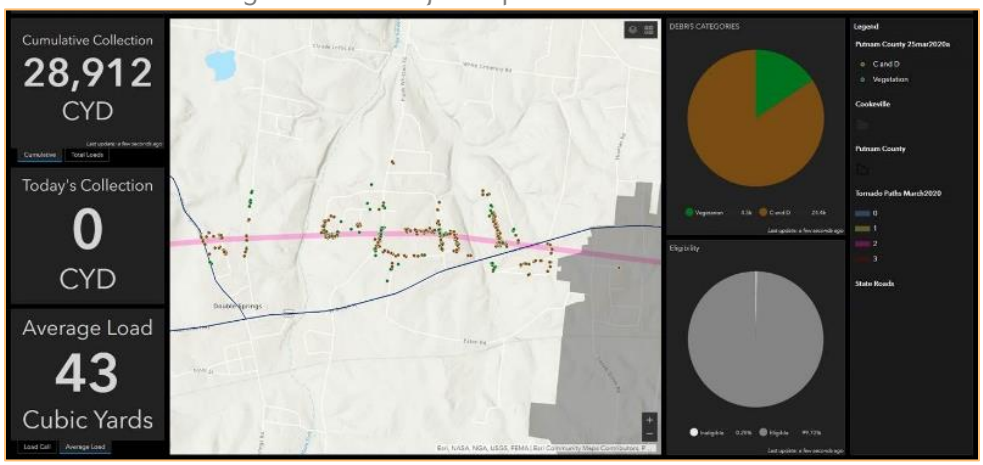
Daily Debris Collection Report: Thompson's Daily Debris Collection Report is produced each day and summarizes the previous day's field activities as well as providing project metrics and trend reporting. This can include, daily and cumulative haul totals or unit counts for each type of debris collected along with several other totals and statistics including but limited to:

- Date of reporting, client, disaster number, project, and contract number
- Summary of the previous day's activities
- Number of contractor certified equipment in field
- Total number of monitors in the field
- Minimum, maximum, and average load size
- Average load call percentage
- Days from debris removal start date
- Days from FEMA Disaster Incident start
- Disposal locations with debris totals

The main body of the report contains standard reporting metrics to meet the requirements of FEMA, however, Thompson can adjust the Daily Debris Collection Report to also meet the needs of any additional contractual (e.g., requirement of minimum contractor trucks in field within a certain hours/days timeframe) or local needs (e.g., collection or political zones or districts).

GIS Mapping and Dashboards: Thompson can also provide project data through GIS mapping and dashboards that also displays real time data including daily and cumulative collection totals, collection locations, eligible/ineligible ticket locations, collection debris type breakdowns, etc.

Figure 4-10: Project Operations Dashboard



Our goal is to provide efficient and effective insight into the debris removal and recovery operation through a customized approach to avoid submitting an unnecessary or overwhelming amount of "off the shelf" reports.

Field Documentation: Thompson captures a variety of physical and digital field documentation through logs and our automated debris management system. Unique to Thompson, our process retains one physical copy of the electronic receipts created at the disposal site or in the field for unit rate work. These paper copies are housed with the other paper field logs throughout the life of the project as a backup for any technical issue that may arise in the field. Additional copies of the paper ticket are provided to the truck driver, scale house (if applicable) and the debris contractor representative.

TDMS*portal*: A main component of TDMS, the TDMS*portal*, serves as the client and contractor information center. The TDMS*portal* provides real-time access to project related documents and data, including but not limited to:

- Contract documents
- Environmental permits
- Truck Certifications
- Ticket and image details
- Daily Reports
- Maps (live, progress, pass, roadway)
- Contractor invoice packages
- Monitor invoice packages

Data Management | Invoice Reconciliation

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. For contractor payments to be verified as accurate and correct, Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include a copy of the contractor invoice, invoice back-up organized by program, date, service type, contract line item, and location, summary of discrepancies identified, a payment recommendation report and a cover letter summarizing the reconciliation findings and payment recommendation

Closeout

Thompson's team of consultants, engineers, cost estimators and subject matter experts are disaster recovery and grant management practitioners and implementers that maintain an active knowledge of federal policy and industry leading expertise in navigating federal programs to maximize and retain federal funding for impacted communities.

Audit Ready Documentation

Throughout the duration of the project, the City will be provided access to the TDMS*portal*, which will include all project documentation and reports required by FEMA for review. Thompson's documentation process mirrors the FEMA GrantsPortal to expedite the submittal and review process.

For example, all reconciled invoices are delivered to the City for submission to FEMA as audit ready packages which include the contractor invoice, all supporting data in MS excel, Thompson's payment recommendation and an Adobe PDF of all associated load and unit tickets. Upon project completion, Thompson will provide the City with a final report that captures all reconciled cumulative project totals, with quantities broken out by debris type, DMS site, and final disposal location. A separate cost report, broken out by contract line item, will also be provided at project completion.

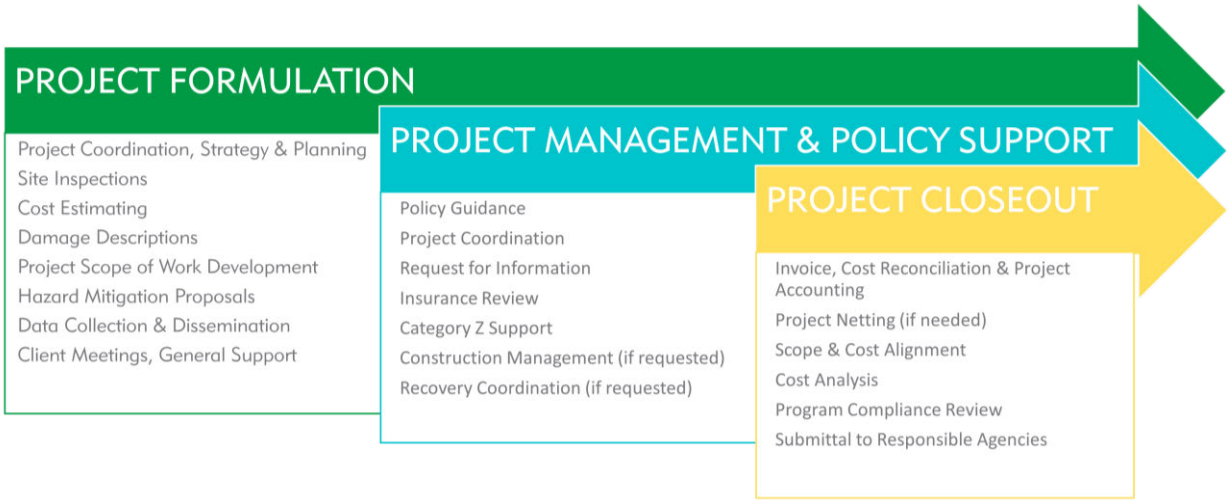
Audit Support

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

General Approach to Grant Management Services

Thompson has a technical approach and schedule to assist the City with strategically managing the project development and administration of various Federal and State Disaster Programs to rebuild a more resilient community for future generations. Thompson will support the City's recovery by providing project development and grant management services for all future events and existing, open disaster recovery efforts to ensure maximum leverage of available recovery funding. To achieve this objective, Thompson will review insurance policies and reconcile insurance proceeds to ensure the City's funding is maximized while avoiding potential audit findings related to duplication of benefit. Thompson has a proven track record of recovering insurance funding to maximize financial recovery for our clients while ensuring complete repair or replacement of damaged facilities. Our cost estimating team can provide detailed reports to meet FEMA requirements and insurance provider expectations to best ensure the Client receives full reimbursement of all eligible and/or insured damages and associated repair or replacement costs.

Figure 4-11: Grant Management Task Chart



Activation, Project Management & Reporting

Upon identification of a need for disaster reimbursement consulting services, Thompson will coordinate with the City to activate the contract through a task order or purchase order. The task order will include an initial scope of work and budget estimate, typically for the first 30-days of the project. Utilizing task orders throughout various project phases will allow the City to implement cost controls while having full transparency into Thompson's operations and ensuring the contract value is appropriate for the actual level of effort required. As requested, depending on the level of support the City requests, Thompson will provide:

- Project scopes and budgets, based on City's actual needs at various phases of the project.
- Weekly (or more often, as needed) Project Management meetings with Thompson Project Manager, lead consultant(s) and City Project Manager or other representatives.
- Real-time project reporting, with status and notes for each pending project application.
- Quarterly reporting and other reporting required by state and federal agencies.

Phase 1 – Initial Consultation, Data Collection & Submittal

Disaster Impact – 6 Months

In addition to providing continuing disaster recovery management support to the City throughout this phase, Thompson will coordinate with FEMA and ADEM staff to respond to inquiries and facilitate an efficient project submittal, review, and approval process. Phase 1 tasks are detailed below:

Table 4-4: Phase 1 Task Summary

Tasks	Description	Performance Goals
1. Thompson & City kickoff meeting	Initial meeting(s) to discuss City's damages, recovery status, needs, and POCs.	– Held within 1-week of notice-to-proceed.
2. Initial department-level consultation & data requests	Thompson will meet directly with departments which have potentially incurred eligible costs. We will provide guidance on FEMA eligibility policy, documentation requirements, and will seek to collect data and documentation currently available. This effort will be ongoing, as needed.	– Schedule and begin within 7 days of Kickoff Meeting. – Meet with all City departments incurring potential damages/costs.
3. FEMA exploratory call & recovery scoping meeting	Thompson will assist the City in providing FEMA an initial list of damaged facilities and description of damages incurred.	– Assist City in providing FEMA with all required initial damage information.
4. Damage inventory development	Typically prepared by FEMA immediately following the Recovery Scoping Meeting, Thompson will review all damages included in the Damage Inventory (submitted by the FEMA PDMG in Grants Portal) and will recommend additions and/or revisions based on the information discovered in Tasks 2-3.	– Finalize draft damage inventory within 14 days of Recovery Scoping Meeting. – Capture all potential damages. – Coordinate with City for approval prior to deadline.
5. Damage inventory submittal	Thompson will assist the City with upload and submittal of the Damage Inventory in the FEMA Grants Portal.	– Within 60 days of Recovery Scoping Meeting.
6. Data collection & preparation	Continuing coordination with City departments and City contractors, Thompson will proactively collect and prepare all documentation required for the City's projects. This includes payroll documentation, daily logs, contractor invoices, debris load tickets, and all other required documentation, dependent on the nature of the projects for which the City is pursuing FEMA and/or FHWA funding.	– Provide department-specific checklists for all data requests. – Collect all documentation to fulfill Grants Portal requirements. – Continuous support and coordination with City staff.
7. Permanent work site inspections / cost estimates	If applicable, Thompson will provide experienced cost estimators to perform site inspections and develop project repair/replacement estimates in accordance with FEMA and FHWA standards.	– Provide qualified site inspectors/cost estimators. – Complete cost estimates within 2 weeks of site inspection.
8. Hazard mitigation analysis	If the City has suffered permanent work damages, Thompson will conduct a hazard mitigation analysis at each facility to determine whether infrastructure improvements may be made with the use of additional FEMA funding.	– Provide hazard mitigation recommendations for each permanent work facility. – Initial recommendations provided within 2 weeks of site inspection.
9. Project worksheet	Thompson will prepare draft damage	– For each project, develop a

Tasks	Description	Performance Goals
formulation	descriptions and scopes of work to accompany each PW. Though FEMA seeks to internalize this role, Thompson believes it is in the City's best interest to provide a complete and accurate 'sample' PW to FEMA. This narrative will accompany the information entered into Grants Portal, as described in Task 10, below.	damage description and scope of work narrative to accompany Grants Portal entries. – Thompson's goal is to submit within 10 days of receipt of all documentation for the specific PW.
10. Grants Portal entry & project submittal	Once documentation is received, Thompson will respond to the Essential Elements of Information (EEI) questions in the FEMA Grants Portal. This ultimately provides FEMA's Consolidated Resource Center (CRC) staff with the information required to finalize project worksheets. Additionally, Thompson will upload all required supporting documentation to ensure FEMA can expedite its review.	– Fully respond to all EEI questions. – Upload of all required documents. – Continuous monitoring of Grants Portal project status. – Completed within 5 days of finalizing PW formulation, Task 9.

Phase 2 – Implementation & Administration

6 Months – 18 Months

Following the initial 6-month period of Phase 1 or earlier in some cases, Thompson understands most data will be available from the City and its' contractors. During Phase 2, Thompson will finalize all project worksheets and submit all required documents into Grants Portal. It is Thompson's intention to submit projects as quickly as possible, while not sacrificing quality of work product and the opportunity to maximize funding for the City. Additionally, Thompson will identify and pursue additional grant funding for the City, including but not limited to the HUD CDBG-DR, FHWA-ER and FEMA-HMA grant programs.

By the end of Phase 2, Thompson will have provided the City with audit-ready project worksheets for all applicable categories of work. Projects will be submitted in Grants Portal, along with all required supporting documentation, in a manner to expedite FEMA's review and obligation process. Following the submittal of all projects in Grants Portal, Thompson's primary focus will shift to responding to FEMA, ADEM and ARDOT requests for information (RFI's), identifying and pursuing additional funding opportunities and preparing for final audit. Phase 2 tasks are detailed in the table below:

Table 4-5: Phase 2 Task Summary

Tasks	Description	Performance Goals
1. Procurement and contracting support	Assist the City with existing contract review and management as well as procurement for additional needed goods and services. This may include solicitation development and/or contract review to ensure compliance with 2 CFR Part 200 and other applicable state and federal regulations.	– Provide compliance review checklist. – Compile bid packages. – Supplier performance.
2. Construction inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.	– CE&I reports. – Cost schedule and delivery detail.
3. Quarterly reporting	The FEMA PA program and federal awards require preparation and submittal of quarterly	– Compilation of cost, schedule, and delivery detail.

Tasks	Description	Performance Goals
	reports, tracking project progress and expenditures to assist with the drawn down of funds. Thompson will assemble information for quarterly reporting.	– Development of quarterly reports.
4. Project worksheet version submission	Thompson anticipates the majority of the City's projects will be submitted by month 6. Any remaining projects, those either not completed and not appropriate to submit on estimates or those not fully documented during the previous phase, will be drafted and submitted once all required information is available.	– For each project, develop a damage description and scope of work narrative to accompany Grants Portal entries. – Completed within 10 days of receipt of all documentation for the specific PW. – Finalize all PW submittals by the end of Phase 2.
5. Grants Portal updates and project versioning	Once documentation is received, Thompson will respond to the Essential Elements of Information (EEI) questions in the FEMA Grants Portal. This ultimately provides FEMA's Consolidated Resource Center (CRC) staff with the information required to finalize project worksheets. Additionally, Thompson will upload all required supporting documentation to ensure FEMA can expedite its review.	– Fully respond to all EEI questions. – Upload all required documents. – Continuous monitoring of Grants Portal project status. – Completed within 5 days of finalizing PW formulation, Task 4.
6. Financial reporting and reimbursement tracking	Provide City leadership with transparency into their financial recovery as well as the opportunity to plan for pending reimbursements, Thompson will coordinate with the City to develop and prepare financial reports and to draft an anticipated reimbursement schedule.	– Reimbursement schedule. – Cash flow projections.
7. Other funding opportunities	Whenever possible, Thompson will seek to identify and pursue other funding opportunities to assist the City with its recovery. This may include FEMA Hazard Mitigation assistance and/or HUD-Community Development Block Grant Disaster Recovery (CDBG-DR) funding, among other opportunities.	– Provide a comprehensive listing of all grant funding opportunities for costs not eligible for FEMA PA reimbursement. – Develop and submit grant applications for additional funding programs.

Phase 3 – Closeout & Audit Support

12 Months – 24 Months

By Phase 3, or earlier, Thompson anticipates that all project worksheets and other grant applications will have been submitted for federal review. During Phase 3, Thompson's priorities will be to continue responding to FEMA, ADEM and ARDOT RFIs and to ensure all projects are fully prepared for final closeout and audit. While Thompson is prepared to provide full-time on-site staff as needed, the final approach will be dictated by the actual needs of the City. Thompson will adjust staffing levels to part-time and/or remote with periodic travel, if appropriate, to reduce the cost burden on the City.

Thompson makes every effort to prepare audit-ready projects from the original Grants Portal submittal, though it may be necessary to produce additional documentation during FEMA and ADEM's final review

and/or prior to closeout and audit depending on the nature of the projects submitted. This information may include proof of payment, contract and procurement documents, final invoicing, project scope change requests, final cost reconciliation, hazard mitigation requests, and if necessary, project time extension requests.

Finally, Thompson will prepare the City's Category Z project, for the reimbursement of management costs associated with the administration of the City's FEMA PA efforts. Thompson's timekeeping and invoicing system has been specifically developed to meet and exceed FEMA requirements, ensuring the development of the contracted cost Category Z PW will take no more than 48-hours from the time of Thompson's final invoicing.

Table 4-6: Phase 3 Task Summary

Tasks	Description	Performance Goals
1. Closeout & audit support	With all projects submitted, Thompson will finalize preparation of closeout and audit packages for each PW. This information will be submitted to ADEM, ARDOT and FEMA, as needed and be provided to the City in electronic format if needed for future audit.	– Prepare final closeout/audit checklists for all PWs. – Submit quarterly reports to ADEM, as required. – Submit final closeout and audit packages.
2. Final project inspections	Perform final inspections of large projects to ensure compliance with project schedules and grant program requirements.	– Final inspection reports.
3. Category Z, management cost project submittal	Thompson's invoicing and time and expense reporting will facilitate efficient preparation of a Category Z PW. Within 48-hours of Thompson's final invoice, the contracted costs for the Category Z PW will be prepared for submittal.	– Submit contracted Cat Z Management Costs within 48-hours of final invoice.
4. FEMA, ADEM and ARDOT coordination	As with the previous phases, Thompson will continue to coordinate with FEMA, ADEM and ARDOT during their final review and project obligations.	– Respond to all FEMA, ADEM and ARDOT requests for information within 24-hours of receipt. – Continuously monitor FEMA, ADEM and ARDOT review, report to City on a weekly basis.

SECTION 5
Proposed Cost of Performing Services

Proposed Rates

Thompson has invested considerable resources in order to improve the efficiencies of our administrative and accounting services, as well as our training and logistics operations. In turn, we pass on these efficiencies to our clients in the form of cost savings and no-cost services. We understand the importance of minimizing costs and as such will not charge the City for positions that are duplicative in nature or unnecessary to perform the scope of services requested.

Thompson is pleased to provide the following hourly rates to perform debris monitoring and disaster recovery consulting services for the City of Bentonville.

Table 5-1: Debris Removal Monitoring Hourly Rates[i]

Positions		Hourly Rates	
1.	Project Manager	$	98.98
2.	Operations Manager	$	89.18
3.	Environmentalist Specialist	$	77.20
4.	Data Manager	$	69.00
5.	Field Supervisors	$	57.82
6.	Debris Monitors	$	36.26
7.	Clerical Assistant	$	30.00
8.	Automated Debris Management System (ADMS)	$	3.00

Table 5-2: Post-Disaster Grant Program Consulting Services[i]

Positions		Hourly Rates	
1.	Legislative Affairs Consultant	$	150.00
2.	Project Manager	$	142.50
3.	Senior Grant Management Consultant	$	139.93
4.	Grant Management Consultant	$	120.00
5.	Environmental Scientist (Regulatory Support)	$	98.98
6.	Grant Management Specialist	$	98.00
7.	Grant Management Analyst	$	65.00
8.	Field Site Inspector	$	52.00

[i] All travel expenses (air fare, lodging, car rental) shall be reimbursed based on actual cost. Mileage and Meal reimbursement shall be made at actual cost or per GSA reimbursement and per diem rates.

SECTION 6
Required Forms & Appendices

Thompson has completed and included the following forms in the subsequent pages of this section:

- Execution of Proposal & Acknowledgement of Addenda
- Appendix A: Vendor Disclosure
- Appendix B: Non-Collusion Affidavit
- Appendix C: FEMA Contract Provisions

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
Thompson Consulting Services, LLC	407-792-0018	info@thompsoncs.net	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
2601 Maitland Center Parkway	Maitland	FL	32751
[redacted]		DATE: 1/13/2025	
Jon Hoyle		TITLE: President	
ARKANSAS SALES OR USE TAX NUMBER (if applicable): Not Applicable			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Thompson Consulting Services, LLC

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

[x] Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

Initials

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX B
NON-COLLUSION AFFIDAVIT
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Florida

County of Orange

I Jon Hoyle (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): President

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 13th **day of** January, 20 25

Notary Public Signature: [redacted] **My commission expires:** 2-29-2028

Seal:

BRIANA GARDNER
Notary Public - State of Florida
Commission # HH 496353
My Comm. Expires Feb 29, 2028
Bonded through National Notary Assn.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX C

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REQUIRED RESPONSE DOCUMENT)

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland "Anti-Kickback" Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Thompson Consulting Services, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[redacted]rized Official

Jon Hoyle, President
Name and Title of Contractor's Authorized Official

1/13/2025
Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Monitoring and Disaster Recovery Consultant that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[redacted]rized Official

Jon Hoyle, President
Name and Title of Contractor's Authorized Official

1/13/2025
Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.



thompson

CONSULTING SERVICES

APPENDIX E
CITY OF BENTONVILLE SOLICITATION
RFP-24-80 DISASTER RECOVERY SERVICES CONSULTANT

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: December 15, 2024

NOTICE

Debris Monitoring and Disaster Recovery Services Consultant

REQUEST FOR PROPOSALS

(RFP)-24-80

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured Debris Monitoring and Disaster Recovery Services Consultant to provide disaster management, recovery, and consulting services. The awarded proposer shall support the monitoring and management of the debris removal contractor resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is January 21, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority, women, and veteran owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is January 16, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-24-80**	Date of Issuance:	**December 15, 2024**
Brief Description:	Debris Monitoring and Disaster Recovery Services Consultant		
Agency:	The City of Bentonville, Arkansas: Various Departments		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**January 21, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, January 21, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-24-80** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and (1) One digital copy** of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is January 16, 2025 at 4:30 PM CST

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured Debris Monitoring and Disaster Recovery Services Consultant to provide disaster management, recovery, and consulting services. The awarded proposer shall support the monitoring and management of the debris removal contractor resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
    - You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- Advertisement Published, Requesting Proposals: December 15, 2024
- **Deadline to Submit Questions: January 16, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: January 21, 2025 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured Debris Monitoring and Disaster Recovery Services Consultant to provide disaster management, recovery, and consulting services. The awarded proposer shall support the monitoring and management of the debris removal contractor resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

In the event of a disaster, the selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas, waterways, parks, trails, and other public eligible, or designated areas. Additionally, the selected firm will monitor operations of the City's Temporary Debris Staging and reduction sites and/or existing disposal sites and provide grant management consulting to support the monitoring and management of debris recovery.

General Requirements

Debris Monitoring operations ensure the contractor follows the contract's scope for debris and hazardous tree, limb, and stump removal, while documenting these activities in line with FEMA guidelines.

1. Coordinate daily briefings, work progress, staffing, and other key items with the City.
2. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
3. Scheduling work for team members and contractors on a daily basis
4. Hiring, scheduling, and managing field staff.
5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
6. Assisting the City with responding to public concerns and comments.
7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
8. Shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated.
9. Ensure that trucks are appropriately loaded, and that non-eligible debris is not mixed in with the loads.
10. Develop daily operational reports to keep the City informed of work progress.
11. Development of maps, GIS application, etc. as necessary.
12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
13. Evaluate and document Debris generated by a disaster event. This includes debris by type, general quantities, and locations. Evaluations should be supported by GIS and other digital platforms and organized in a format applicable to FEMA Preliminary Damage Assessments (PDA).

14. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the City.
15. Proposer is expected to ensure traffic control safety is being followed in accordance with City standards and State laws.
16. The City has the right to inspect any and all processes being carried out under this proposal.
17. Provide applicable documentation, technical assistance, and guidance necessary to pursue and support the reimbursement of costs incurred from any applicable grant programs. Such services may include Damage Assessment, Mitigation, Project Formulation and Costing. Grant Development and Management, Reimbursement Support Services and Appeals and Audit Support.
18. All actions shall be performed in accordance with current Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Occupational Safety and Health Administration (OSHA) and State of Arkansas requirements and in coordination with the City.

Assignment of Key Staff

Proposer shall submit a staffing plan. The key member(s) of the project staff must be identified and assigned to the project for the duration of the contract unless the City agrees in writing to modify the assignment. If a key member leaves the firm during the course of the contract, the City must be notified immediately, and the firm must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Availability of Staff

Identify resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan, and the professional qualifications of the staff.

Records Retention and Confidentiality

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

Compensation for Services

The City of Bentonville will begin contract negotiations with the firm determined to be most qualified. In the event that a contract cannot be negotiated with the selected firm, the City reserves the right to negotiate with the next qualified firm(s) until a contract can be reached. During negotiations, the proposer shall provide information relative to providing the services outlined herein using a Fee Schedule. Pricing shall include all direct and indirect costs including all out-of pocket expenses.

Subject Matter Experience

1. Demonstration of knowledge and expertise related to all aspects of disaster debris monitoring.
2. Demonstration of knowledge and expertise related to all aspects of FEMA documentation, reimbursement, and project management related to disaster debris monitoring.

3. The City requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.

Qualification Criteria

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet and design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise.

1. Must have no conflict of interest in representing the City in the full capacity of the scope; and,
2. Must carry a level of insurance, or negligence appropriate for the magnitude of the engagement.
3. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 250,000 cubic yards for each client. Recent debris monitoring is preferred.
4. Documented knowledge and experience with FEMA, other federal agencies, federal programs, funding sources and reimbursement processes.
5. Proposer shall provide their response time to be mobilized to Bentonville, Arkansas.
6. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = $2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

Combined Single Limit:

- Bodily Injury and Property Damage = $2,000,000.00 Each Accident
  - Pollution Liability Insurance
  - $1,000,000.00 Each Occurrence

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their knowledge and expertise related to all aspects of disaster debris monitoring, FEMA documentation, reimbursement, and project management related to debris monitoring, as specified in this RFP.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall include hourly rates of all staffing anticipated for this project. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, anticipated expenses, and additional fees applicable to the provision of the services for the City of Bentonville, Arkansas.

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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 15

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Response time to be mobilized to Bentonville, Arkansas.

Point Value: 35

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to support the monitoring and management of the debris removal contractor in accordance with Federal Emergency Management Agency (FEMA) guidelines as stated herein.
- Proposer's should provide past experience, including but not limited to:
  - Services provided within the last three (3) years.
  - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 15

4. Staffing Capabilities

- The Proposal must provide a staffing plan for Debris Monitoring and Disaster Recovery Services for the duration of the contract unless the City agrees in writing to modify the assignment.
- Consultant must be able to perform the Debris Monitoring and Disaster Recovery Services without delay from other projects and commitments.

Point Value: 10

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed by hourly rates. Deviation from using this unit of measure (hourly rates) may be considered failure to be responsive and the Proposal may be rejected.

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TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-24-80
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the February 25, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

    In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

    The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

    The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. **Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. **Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ Initials

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APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

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NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____day of _____, 20_____

Notary Public Signature: _____My commission expires: _____

Seal:

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APPENDIX C

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REQUIRED RESPONSE DOCUMENT)

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Monitoring and Disaster Recovery Consultant that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

APPENDIX F
FEMA PROVISIONS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH THOMPSON CONSULTING SERVICES, LLC, FOR DEBRIS MONITORING AND DISASTER RECOVERY CONSULTING, ON AN AS NEEDED BASIS, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THROUSAND DOLLARS ($500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Purchasing and Compliance Department accepted professional service proposals for debris monitoring and disaster recovery consulting to utilize in emergent situations;

WHEREAS, Thompson Consulting Services, LLC was selected under RFP-24-80 pursuant to the City of Bentonville's selection process in accordance with the City's Purchasing and Compliance Policy and state law; and

WHEREAS, no budget adjustment is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Thompson Consulting Services, LLC, for disaster grant management consulting and debris monitoring, in a total contract amount not to exceed five hundred thousand dollars ($500,000,00);

Section 2: This professional services agreement was procured in compliance with state law and the City's Purchasing and Compliance Policy for the selection of professional services;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Kelsi Frederick
Phone:	479-271-3115	**For Department(s):**	Purchasing and Compliance
Email:	kfrederick@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Enter into a Professional Services Agreement with Looks Great Services of MS, Inc.
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into a professional services agreement with Looks Great Services of MS, Inc. for debris removal and disaster recovery services on an as needed basis. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Looks Great Services of MS, Inc. was selected following the City's Purchasing and Compliance Policy for professional services under RFP-24-84. The contract is not to exceed $500,000.00 per contract term which is 1 year, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed 3 years. Contract funds will be budgeted if the agreement is utilized.
Amount for Approval:	**$** 500,000.00 per contract term

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: Mayor Orman and City Council

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: June 10, 2025

SUBJECT: Ordinance Authorizing Agreement with Looks Great Services of MS, Inc. for Debris Removal and Disaster Recovery Services (RFP-24-84)

City Council approval of an ordinance authorizing the Mayor and City Clerk to enter into an agreement with Looks Great Services of MS, Inc., as the selected vendor from Request for Proposal (RFP) 24-84, for Debris Removal and Disaster Recovery Services. Following the evaluation and selection process, Looks Great Services of MS, Inc. was identified as the most qualified and responsive proposer.

This contract will be established with a one (1) year initial term and may be renewed annually, upon mutual written agreement via amendment, for a total period not to exceed three (3) years. Compensation under the agreement will not exceed $500,000.00 per contract term.

The devastating tornadoes that impacted Bentonville and the surrounding region in May 2024 underscored the critical need for preparedness and rapid response capabilities in the face of natural disasters. Having a debris removal and recovery contract in place in advance of such events gives the City a significant head start in coordinating response efforts, meeting FEMA and other federal compliance standards, and accelerating community recovery.

Purchasing recommends approval of the ordinance authorizing the Mayor and City Clerk to execute the agreement with Looks Great Services of MS, Inc. Establishing this contract in advance enhances the City's preparedness and positions us for a faster, more efficient, and compliant response in the event of future disasters.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RFP-24-84 Debris Removal and Disaster Recovery Services

INITIAL EVALUATION RESULTS

EVALUATION CRITERIA:

1. Response: • How complete, thorough and responsive the Proposer is to the Request for Proposal and documents. • Response time to be mobilized to Bentonville, Arkansas.	**15 points**
2. Qualifications: Experience, Competence and Capability: • Proposer's experience, competence, and capacity for performance of the services. • The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, and other public eligible, or designated areas in accordance with Federal Emergency Management Agency (FEMA) guidelines as stated herein. • Proposer's should provide past experience, including but not limited to: o Services provided within the last three (3) years. o References for whom the Proposer has provided the same or similar services. • Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used. • Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information. *Proposers ARE REQUIRED to provide a list of similar jobs performed and contact information for each job (references).*	**35 points**
3. Method of Doing Work: • The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.	**25 Points**
4. Performance Capabilities • The Proposal must provide a performance capabilities plan for Debris Removal and Disaster Recovery Services for the duration of the contract unless the City agrees in writing to modify the assignment. • Proposer must be able to perform the Debris Removal and Disaster Recovery Services without delay from other projects and commitments.	**15 Points**
5. Price: • The Proposed Cost of Services, as described herein. • The Proposed Cost of Performing the services, as specified herein, shall include the costs associated with the technical services and/or tasks to be provided by the Contractor. All costs shall be conveyed rounded to the nearest cent.	**10 Points**

Submissions were evaluated by Selection Committee Members based on the Evaluation Criteria and points possible, with the highest number being the highest possible rating.

Rating Points
1. 1-15
2. 1-35
3. 1-25
4. 1-15
5. 1-10

Selection Committee Members:

1. Committee Member 1
2. Committee Member 2
3. Committee Member 3
4. Committee Member 4
5. Committee Member 5
6. Committee Member 6

Submitter's Name: DRC Emergency Services

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member 1	14	30	22	14	8	86
Committee Member 2	10	25	20	5	5	65
Committee Member 3	10	25	20	10	10	75
Committee Member 4	15	35	25	15	8	98
Committee Member 5	15	30	20	15	8	88
Committee Member 6	10	20	20	8	4	62
	Total Points (sum of points: criteria 1-5)					**474**

Submitter's Name: TFR Enterprises

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member 1	10	25	20	10	7	72
Committee Member 2	10	25	20	10	5	70
Committee Member 3	10	20	15	10	10	65
Committee Member 4	15	30	25	15	9	94
Committee Member 5	15	30	20	10	8	83
Committee Member 6	12	30	20	12	10	84
	Total Points (sum of points: criteria 1-5)					**468**

Submitter's Name: Looks Great Services of MS, Inc.

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member 1	10	20	20	10	7	67
Committee Member 2	15	30	20	10	5	80
Committee Member 3	15	30	20	10	10	85
Committee Member 4	15	32	25	15	8	95
Committee Member 5	15	30	20	15	10	90
Committee Member 6	14	33	22	13	5	87
	Total Points (sum of points: criteria 1-5)					**504**

Submitter's Name: CTC Disaster Response, Inc.

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member 1	10	25	20	10	9	74
Committee Member 2	5	25	20	5	5	60
Committee Member 3	10	30	20	10	10	80
Committee Member 4	15	30	25	15	9	94
Committee Member 5	15	30	20	5	8	78
Committee Member 6	11	29	17	10	9	76
	Total Points (sum of points: criteria 1-5)					**462**

Submitter's Name: Ceres Environmental

Selection Committee Member	Evaluation Criteria Scores					Total
	Criteria 1 (1-15)	Criteria 2 (1-35)	Criteria 3 (1-25)	Criteria 4 (1-15)	Criteria 5 (1-10)	
Committee Member 1	13	30	20	12	8	83
Committee Member 2	12	30	20	10	5	77
Committee Member 3	10	20	15	10	10	65
Committee Member 4	15	35	25	14	9	98
Committee Member 5	15	30	20	15	8	88
Committee Member 6	11	28	20	12	7	78
	Total Points (sum of points: criteria 1-5)					**489**

Result Verification

Meghan Dillard, Purchasing & Compliance Specialist: [redacted] **Date:** 02/24/2025

Kelsi Frederick, Purchasing & Compliance Manager: [redacted] **Date:** 2/24/2025

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SERVICE CONTRACT: RFP-24-84-Debris Removal and Disaster Recovery Services

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Looks Great Services of MS, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Proposal Submission (attached hereto as **Exhibit A**) to the City's Request for Proposal (RFP)-24-84-Debris Removal and Disaster Recovery Services (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, products, and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits. Contractor shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines, hereinafter "Event".

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Mayor, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Services Timeline:

1. **Initial Meeting:** Representatives of the City, the Consulting Firm, and the Contractor shall meet prior to an Emergency Event to review the Scope of Work to be done.

2. **Work Authorization Activation:** The Contractor shall begin work and be fully operational within forty-eight (48) hours, once the City has issued the Notice to Proceed, per Event.

3. **Debris Removal:** The Contractor shall have all debris removed from the public rights-of-way, drainage areas, waterways, parks, trails, and other public eligible, or designated areas within ninety (90) calendar days from Notice to Proceed, per Event.

c. Any changes to the Term of this Contract or to the Initial Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing and Compliance Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

1. **Owner's (City's) Contingency:** Owner (City) Contingency Funds shall not be used unless pre-approved by City in writing, and in accordance with the 4-b. Change Orders section of this Contract.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the hourly rates as defined in the Fees and Schedules (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: $500,000.00 (five hundred thousand dollars and zero cents) per contract term.

b. Owner's Contingency: If Owner Contingency funds apply to this Contract, they shall be in accordance with Exhibit C.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and, in the Exhibits, attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing and Compliance Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include RFP-24-84.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

10. DISPUTE RESOLUTION. City and Contractor agree that disputes relative to the Services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, Contractor will proceed with the services as per this Contract as if no dispute

existed, and City will continue to make payment for Contractor's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination.

13. BONDS. Contractor shall be responsible for providing the following Guarantee Bonds to the City:

a. Performance and Payment: Upon time of signing this Contract, or at a time prior to the City executing this Contract, Contractor shall provide City with original files of an approved Performance Bond, and approved Payment Bond, each in an amount at least equal to the Total Bid Price ($500,000.00), as specified and in accordance with the Bonds Section of **Exhibit B** attached hereto.

b. Maintenance Bond/Guarantee Bond: Upon City's approval of one hundred percent (100%) completion, Contractor shall provide City with a Maintenance Bond/Guarantee Bond, in an amount at least equal to the final Contract Price

(inclusive of any approved Change Orders) for the one (1) year guarantee/warranty of the workmanship and materials.

c. Bonds Due Prior to Work Commencing: The original copies of Performance and Payment Bonds must be received by the City prior to work beginning. Digital copies may be accepted in situations where an original is not feasible, however the originals must be received within two (2) business days of the digital copies.

14. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability, or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

15. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

16. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

17. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the

Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

18. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

19. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

20. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

21. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state, and local laws, ordinances, and regulations applicable at the time the services are rendered.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Benton County Circuit Court of Benton County, Arkansas.

23. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

24. AMBIGUITY. If any ambiguity, inconsistency, or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this

Contract and then to **Exhibit B.**

[Signature Page Follows]

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

City Hall
305 SW A Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

_____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

**By signing this Contract, Signor attests that they are authorized to bind this Company to this Contract.*

Name (*printed*):_____

Title:_____

Looks Great Services of MS, Inc.

Address:_____

_____

_____

Date: _____

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

CONTRACTOR'S SUBMISSION TO RFP-24-84

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: December 15, 2024

NOTICE

Debris Removal and Disaster Recovery Services

REQUEST FOR PROPOSALS

(RFP)-24-84

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is January 21, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority, women, and veteran owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is January 16, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-24-84**	Date of Issuance:	**December 15, 2024**
Brief Description:	Debris Removal and Disaster Recovery Services		
Agency:	The City of Bentonville, Arkansas: Various Departments		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**January 21, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, January 21, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-24-84** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and (1) One digital copy** of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is January 16, 2025 at 4:30 PM CST

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
    - You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- Advertisement Published, Requesting Proposals: December 15, 2024
- **Deadline to Submit Questions: January 16, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: January 21, 2025 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

In the event of a disaster, the selected contractor will be expected to be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the City. The contractor will provide disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, parks, trails, and other public eligible, or designated areas. This may consist of cutting, clean up, removal, hauling, reduction, grinding or chipping, and proper disposal of white goods, construction and demolition debris, and vegetative debris. Additionally, the selected contractor will manage the operations of the City's Temporary Debris Staging and reduction sites and/or existing disposal sites. The Debris Removal Contractor will work in coordination with the City and its authorized representative.

General Requirements

1. **FEMA Compliance** – The Debris Removal Contractor shall work closely with the CITY and its authorized representative to ensure that all work is FEMA-compliant, and all documentation is properly obtained, including GPS coordinates and photos. The utilization of FEMA approved documentation is required. All information supplied by the vendor shall be in the most current format and forms required for direct submission to FEMA, the Arkansas Department of Emergency Management, and the CITY.
2. **Emergency Road Clearance:** Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the CITY.
3. **Debris Removal from Rights-of-Way (ROW) and Easements:** As directed by the CITY, the Contractor shall load and haul all eligible debris from public right-of-ways and easements. Removal of debris beyond the public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community may be required. All collection and hauling will be consistent with all federal, state and local requirements applicable to the disaster event.
4. **Debris Removal from City Parks/Trails/Property:** As directed by the CITY, the Contractor shall clear eligible debris from City Parks, Trails, and property, load and haul all debris to a lawful disposal destination.
5. **Debris Removal from City Waterways:** As directed by the CITY, the Contractor shall clear eligible debris from City Waterways, load and haul all debris to a lawful disposal destination.
6. **Debris Clearance/Removal from Public Property:** As directed by the CITY, the Contractor shall clear eligible debris from public property, load and haul all debris to a lawful disposal destination.
7. **Debris Removal from Private Property:** Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as directed by the CITY, will 3 accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
8. **Reduction of Vegetative and Construction and Demolition (C&D) Debris:** In order to reduce the burden on available landfill space, the Contractor may be required to reduce vegetative and C&D debris by grinding or chipping.

9. **Reduction of C&D Debris by Compaction:** The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the Temporary Debris Staging and Reduction Sites (TDSRS) by the Contractor, CITY, or by others.
10. **Temporary Debris Staging and Reduction Sites (TDSRS):** In coordination with the CITY, the Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Site preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. The Contractor shall be responsible for TDSRS site closure and reclamation, which shall be accomplished in accordance with any Federal, State and Local laws, standards and regulations. The contractor shall have TDSRS site personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS site facilities in cooperation with City designated representatives. All debris shall be processed and staged in accordance with local, state and federal law, standards and regulations. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
11. **Hazardous Waste Removal and Disposal:** The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and federal regulations.
12. **Demolition of Hazardous or Condemned Structures:** As directed by the CITY, the Contractor shall demolish structures and remove debris that has been determined by the CITY to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The CITY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. In addition, the CITY will direct actions to that the aforementioned ROE Agreement includes a Hold Harmless clause from the private property owner that indemnifies the CITY and the Federal Government from any and all damages resulting from the Contractor's debris removal operations from said property. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. Where appropriate waivers are obtained, the CITY may direct the Contractor to clear debris from private property.
13. **Debris Disposal:** The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable local, state and federal laws, standards and regulations. Final disposal locations will be at approved facilities with prior notification to the CITY and their consent on the proposed disposal site. All temporary 4 disposal and reduction sites shall comply with all local, state and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the CITY. Contactor acknowledges and understands that any disposal, removal, transportation, or pickup of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor

shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

14. Documentation and Inspections: Storm debris shall be subject to inspection by the CITY or its authorized representative. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the CITY and authorized representatives, access to all work sites and disposal areas. The Contractor and the CITY will have in place at the TDSRS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS facilities. The Contractor will assist the CITY in preparation of the Federal, FEMA, and state reports for any potential reimbursement through the training of City of Bentonville employees and the review of documentation prior to submittal. The Contactor will work closely with the CITY, its authorized representatives, the Arkansas Division of Emergency Management, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
15. Work Sites: The CITY will establish the priority and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If the CITY does not award a single contract, as proposed, and decides to award multiple contracts, each Contractor will be assigned a geographic area or type of debris. The CITY may choose to reassign areas at any time for any reason. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less) that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City or its agent. Contractor will not be allowed to "cherry pick" debris.
16. White Goods: The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at Contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc. from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling process. Contractor shall dispose of all white goods encountered in accordance with applicable local, state and federal laws.
17. Hazardous Stumps Leaning Trees and Hanging Limbs: The contractor shall remove all stumps, leaning trees and hanging limbs on public property and rights of way that are determined to be hazardous to public access and only as directed and approved by a City designated representative prior to removal. If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. 5 The Contractor shall back-fill each stump hole flush with the surrounding ground with clean fill dirt and compacted. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size. Any stump locations which resulted in damage to sidewalks, curb and gutter, street surfaces or other infrastructure shall be recorded by the contractor and City designated representatives.
18. Clean Fill Dirt: The Contractor shall place compacted fill dirt created by equipment, holes created by the removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the CITY. This clean fill dirt shall be compacted as directed by the CITY.

19. Contractor Equipment: All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, state and local regulations including, without limitation, all USDOT regulations, and are subject to the approval of the CITY. All loads must be secured, and tailgates must be made of metal. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
20. Prior to start of work, the Debris Removal Contractor shall submit to the City or its authorized representative, certification indicating the type of vehicle; make; model; license plate number; Debris Removal Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA, Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the City or its authorized representative and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.
21. Documentation and Recovery Process: Contractor will provide the following in additional to debris removal:
    a. Recovery process documentation- create recovery process documentation plan;
    b. Maintain documentation of recovery process;
    c. Provide written and oral status as requested by the CITY;
    d. Review documentation for accuracy and quantity; and,
    e. Assist in preparation of required FEMA documentation
    f. Act as a representative in any FEMA inquiry

    These items for the documentation and recovery process shall be included in the items in the pricing tables. Proposers shall have proven experience with overall management and knowledge of FEMA requirements, rules and regulations to qualify for this item.

22. All actions shall be performed in accordance with current FEMA, FHWA, OSHA and state requirements and in coordination with the City.

Assignment of Key Staff

The key member(s) of the project staff must be identified and assigned to the project for the duration of the contract unless the City agrees in writing to modify the assignment. If a key member leaves the firm during the course of the contract, the City must be notified immediately, and the firm must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Records Retention and Confidentiality

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

Qualification Criteria

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet and design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise.

1. Must have no conflict of interest in representing the City in the full capacity of the scope; and,
2. Must carry a level of insurance, or negligence appropriate for the magnitude of the engagement.
3. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 250,000 cubic yards for each client. Recent debris monitoring is preferred.
4. Documented knowledge and experience with FEMA, other federal agencies, federal programs, funding sources and reimbursement processes.
5. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Availability of Staff

Identify resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan, and the professional qualifications of the staff.

Subject Matter Experience

1. Demonstration of knowledge and expertise related to all aspects of disaster debris monitoring.
2. Demonstration of knowledge and expertise related to all aspects of FEMA documentation, reimbursement, and project management related to disaster debris monitoring.
3. The City requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.

Compensation for Services

The City of Bentonville will begin contract negotiations with the firm determined to be most qualified. In the event that a contract cannot be negotiated with the selected firm, the City reserves the right to negotiate with the next qualified firm(s) until a contract can be reached. During negotiations, the proposer shall provide information relative to providing the services outlined herein using a Fee Schedule. Pricing shall include all direct and indirect costs including all out-of pocket expenses.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = $2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

Combined Single Limit:

- Bodily Injury and Property Damage = $2,000,000.00 Each Accident
  - Pollution Liability Insurance
  - $1,000,000.00 Each Occurrence

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their knowledge and expertise related to all aspects of disaster debris removal, FEMA documentation, reimbursement, and project management related to debris monitoring, as specified in this RFP.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall include the costs associated with the technical services and/or tasks to be provided by the Contractor. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, anticipated expenses, and additional fees applicable to the provision of the services for the City of Bentonville, Arkansas.

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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 15

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Response time to be mobilized to Bentonville, Arkansas.

Point Value: 35

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, and other public eligible, or designated areas in accordance with Federal Emergency Management Agency (FEMA) guidelines as stated herein.
- Proposer's should provide past experience, including but not limited to:
  - Services provided within the last three (3) years.
  - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 15

4. Performance Capabilities

- The Proposal must provide a performance capabilities plan for Debris Removal and Disaster Recovery Services for the duration of the contract unless the City agrees in writing to modify the assignment.
- Proposer must be able to perform the Debris Removal and Disaster Recovery Services without delay from other projects and commitments.

Point Value: 10

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Performing the services, as specified herein, shall include the costs associated with the technical services and/or tasks to be provided by the Contractor. All costs shall be conveyed rounded to the nearest cent.

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TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-24-84
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the February 25, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

    In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

    The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

    The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. **Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. **Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ Initials

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APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
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NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of _____

County of _____

I _____ (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____day of _____, 20_____

Notary Public Signature: _____My commission expires: _____

Seal:

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APPENDIX C

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REQUIRED RESPONSE DOCUMENT)

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Removal and Disaster Recovery Services that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-84	Solicitation Title:	Debris Removal and Disaster Recovery Services
Addendum Number:	1	Date of Issuance:	December 20, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	I noticed that there wasn't a price sheet included. Can you please confirm that the contractor is to provide their own?	Yes, Contractor is to provide their own pricing sheet with their proposal.
2	Will the contractor or the city be responsible for tipping and disposal fees?	Tipping fees to be a pass-through cost to the City. Fees must be approved in writing prior to commencement of work. This shall be included in the Awarded Proposers contract.

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

CITY OF BENTONVILLE SOLICITATION

RFP-24-84-Debris Removal and Disaster Recovery Services



Debris Removal and Disaster Recovery Services

Issued by:
City of Bentonville

Date:
1/21/2025

Solicitation No. RFP-24-84

Offeror's name, address, telephone, and facsimile numbers:
Looks Great Services of MS, Inc.
1501 Highway 13 North
Columbia, MS 39429
Telephone: 601-736-0037
Fax: 601-736-1924
www.looksgreatservices.com

Extent of Agreement with Terms:
By fact of signature contained herein, Looks Great Services of Mississippi, Inc. agrees to the extent of the agreement with all terms, conditions and provisions included in the solicitation and agrees to furnish any or all items upon which prices are offered at the price set opposite each item. The proposal is in all respects fair and in good faith without collusion or fraud.

Authorized signatures:

[redacted]

Contractor's DUNS Number: 05-769-6240

WBENC WOSB Number: WOSB210490

This proposal includes data that shall not be disclosed outside the City and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the City shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on every page of this proposal; and use or disclosure of data contained on this sheet is subject to the restrictions on this, the title page of this proposal.

Persons authorized to negotiate on the offeror's behalf:

Yolanda Agoglia
President
Looks Great Services of MS, inc.

Kristian Agoglia
Vice President
Looks Great Services of MS, inc.

Persons authorized as point of contact:

Jerry Day
Commercial Contracts Manager
Looks Great Services of MS, inc.
Tel: 405-727-0117
Fax: 601-736-1924
jerryday@looksgreatservices.com

Adam Faust
Regional Sales Director
Looks Great Services of MS, inc.
Tel: 913-439-9366
Fax: 601-736-1924
adamfaust@looksgreatservices.com



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Letter of Transmittal

January 20, 2025

RE: Debris Removal and Disaster Recovery Services

Dear City of Bentonville:

Enclosed you will find the proposal for Looks Great Services of MS, Inc. (LGS). This response provides a concise, but detailed look at LGS and its debris operation experience and performance.

Due to the potential of severe weather in your City numerous homes, roads, and businesses could be affected. The scope of work will vary and LGS will continue to work with the City to ensure that all items in the scope of work are handled in the most efficient way as to reduce the impact to the City's residents. LGS will make it a top priority to continue to complete the work in a timely manner and in accordance with all local, state, and federal regulations. LGS remains committed to providing all necessary resources needed to perform the scope of work as per the specifications. LGS is also committed to maintaining any applicable licenses or certifications necessary. This proposal is in all respects fair and in good faith without collusion or fraud.

LGS has a solid background and by submission of this proposal confirms that it has not performed substandard work. LGS has 20 years of experience in helping places like the City of Bentonville recover from disasters. Having managed more than 200 contracts across the Eastern United States and Puerto Rico, LGS is adept in assembling successful recovery teams. In addition to LGS' management team, an extensive cadre of local and national subcontractors, who are prequalified with LGS, are available to respond to the needs of the City.

LGS understands the importance of having a knowledgeable team that is familiar with FEMA regulations and is adaptable to all requirements specified by the City. LGS will appoint dedicated team members to work with the City to provide technical assistance, operational methodology, and quality control. In addition, LGS management will oversee the DBE/MBE subcontractor utilization, local landfill coordination, and that environmental concerns and safety compliance remain a top priority.

LGS meets or exceeds licensing and insurance requirements needed for these types of projects. Specifically, LGS has an aggregate of 100 million dollars in liability coverage and a 2-million-dollar environmental pollution policy. For convenience, a certificate of insurance has been included in this proposal.

Looks Great Services takes great pride in the services it provides and looks forward to getting the opportunity to continue working with the City of Bentonville and provide the same outstanding services.

Sincerely,

[redacted]

Kristian Agoglia
Vice President
Looks Great Services of MS, Inc.

Tab 1 – Bid Documents

CITY OF BENTONVILLE, ARKANSAS

PURCHASING DEPARTMENT– (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM
ADMINISTRATIVE SERVICES BUILDING -1000 SW 14TH ST. BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: December 15, 2024

NOTICE

Debris Removal and Disaster Recovery Services

REQUEST FOR PROPOSALS

(RFP)-24-84

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing Department located at the address below. The Response Packet may also be downloaded from the Purchasing Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is January 21, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority, women, and veteran owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is January 16, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Legal

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-24-84**	Date of Issuance:	**December 15, 2024**
Brief Description:	Debris Removal and Disaster Recovery Services		
Agency:	The City of Bentonville, Arkansas: Various Departments		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**January 21, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing Department prior to 4:00 PM CST on Thursday, January 21, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-24-84** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and (1) One digital copy** of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING OFFICE CONTACT INFORMATION			
Purchasing Manager:	Kelsi Frederick	Purchasing Email:	purchasing@bentonvillear.com
Purchasing Phone Number:	(479) 271-3115	Purchasing Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is January 16, 2025 at 4:30 PM CST

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:
Looks Great Services of MS, Inc.	601-736-0037	bids@looksgreatservices.com
BUSINESS STREET ADDRESS:	CITY:	STATE: ZIP:
[redacted]		
N:	DATE:	
	TITLE:	
Kristian Agoglia	Vice President	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):		

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
1 _____	KA _____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
    - You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- Advertisement Published, Requesting Proposals: December 15, 2024
- **Deadline to Submit Questions: January 16, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: January 21, 2025 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, applicably licensed and insured firm for Debris Removal and Disaster Recovery Services in the event of a natural or man-made disaster. The awarded proposer shall be responsible for the clearance, removal, hauling, reduction, recycling, and disposal of debris resulting from emergency events such as, but not limited to, tornadoes, floods, ice storms, and other disaster events in accordance with Federal Emergency Management Agency (FEMA) guidelines for the City of Bentonville. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years.

In the event of a disaster, the selected contractor will be expected to be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the City. The contractor will provide disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, parks, trails, and other public eligible, or designated areas. This may consist of cutting, clean up, removal, hauling, reduction, grinding or chipping, and proper disposal of white goods, construction and demolition debris, and vegetative debris. Additionally, the selected contractor will manage the operations of the City's Temporary Debris Staging and reduction sites and/or existing disposal sites. The Debris Removal Contractor will work in coordination with the City and its authorized representative.

General Requirements

1. **FEMA Compliance** – The Debris Removal Contractor shall work closely with the CITY and its authorized representative to ensure that all work is FEMA-compliant, and all documentation is properly obtained, including GPS coordinates and photos. The utilization of FEMA approved documentation is required. All information supplied by the vendor shall be in the most current format and forms required for direct submission to FEMA, the Arkansas Department of Emergency Management, and the CITY.
2. **Emergency Road Clearance:** Immediately following a disaster, it may be necessary to perform emergency clearance of primary transportation routes as directed by the CITY.
3. **Debris Removal from Rights-of-Way (ROW) and Easements:** As directed by the CITY, the Contractor shall load and haul all eligible debris from public right-of-ways and easements. Removal of debris beyond the public right-of-ways as necessary to abate imminent and/or significant threats to the public health and safety of the community may be required. All collection and hauling will be consistent with all federal, state and local requirements applicable to the disaster event.
4. **Debris Removal from City Parks/Trails/Property:** As directed by the CITY, the Contractor shall clear eligible debris from City Parks, Trails, and property, load and haul all debris to a lawful disposal destination.
5. **Debris Removal from City Waterways:** As directed by the CITY, the Contractor shall clear eligible debris from City Waterways, load and haul all debris to a lawful disposal destination.
6. **Debris Clearance/Removal from Public Property:** As directed by the CITY, the Contractor shall clear eligible debris from public property, load and haul all debris to a lawful disposal destination.
7. **Debris Removal from Private Property:** Should an imminent threat to life, safety and health to the general public be present on private property, the Contractor as directed by the CITY, will 3 accomplish the removal of debris from private property. This item will be monitored for strict compliance with FEMA regulations regarding eligibility.
8. **Reduction of Vegetative and Construction and Demolition (C&D) Debris:** In order to reduce the burden on available landfill space, the Contractor may be required to reduce vegetative and C&D debris by grinding or chipping.

9. **Reduction of C&D Debris by Compaction:** The Contractor may be required to reduce C&D debris by compacting the debris with heavy equipment (i.e. large trackhoe). This may include C&D debris delivered to the Temporary Debris Staging and Reduction Sites (TDSRS) by the Contractor, CITY, or by others.
10. **Temporary Debris Staging and Reduction Sites (TDSRS):** In coordination with the CITY, the Contractor will prepare and maintain a sufficient number of TDSRS facilities to accept and process all eligible storm debris. Site preparation and maintenance of facilities shall include maintenance of the TDSRS approach and interior road(s) for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress. The Contractor shall be responsible for TDSRS site closure and reclamation, which shall be accomplished in accordance with any Federal, State and Local laws, standards and regulations. The contractor shall have TDSRS site personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS site facilities in cooperation with City designated representatives. All debris shall be processed and staged in accordance with local, state and federal law, standards and regulations. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.
11. **Hazardous Waste Removal and Disposal:** The Contractor will identify, separate, collect, transport and dispose of disaster-generated debris determined to be hazardous and/or contaminated, thereby requiring that it be separately managed from other debris. The Contractor will provide trained, certified, experienced and equipped personnel to identify hazardous waste and contaminated debris at its point of origin, as well as to direct the Contractor personnel in the safe and proper handling and disposal of the material. All hazardous waste and contaminated debris will be collected, transported and disposed of by the Contractor as required by local, state and federal regulations.
12. **Demolition of Hazardous or Condemned Structures:** As directed by the CITY, the Contractor shall demolish structures and remove debris that has been determined by the CITY to be a threat to the health and safety of the public. Contractor will exercise due diligence in demolishing and/or removing debris from private property. The CITY will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. In addition, the CITY will direct actions to that the aforementioned ROE Agreement includes a Hold Harmless clause from the private property owner that indemnifies the CITY and the Federal Government from any and all damages resulting from the Contractor's debris removal operations from said property. Contractor will ensure hazardous materials screening and utilities disconnection as appropriate. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities. Where appropriate waivers are obtained, the CITY may direct the Contractor to clear debris from private property.
13. **Debris Disposal:** The Contractor shall dispose of all debris, reduced debris, ash residue and other products of the debris management process in accordance with all applicable local, state and federal laws, standards and regulations. Final disposal locations will be at approved facilities with prior notification to the CITY and their consent on the proposed disposal site. All temporary 4 disposal and reduction sites shall comply with all local, state and federal laws and regulations. Location and operation of all temporary disposal and reduction sites must be approved by the CITY. Contactor acknowledges and understands that any disposal, removal, transportation, or pickup of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor

shall assure that all loads are properly secured and transported without threat of harm to the general public, private property, and public infrastructure.

14. Documentation and Inspections: Storm debris shall be subject to inspection by the CITY or its authorized representative. Inspections will be to ensure compliance with the contract and applicable local, state and federal laws. The Contractor will, at all times, provide the CITY and authorized representatives, access to all work sites and disposal areas. The Contractor and the CITY will have in place at the TDSRS, personnel to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the TDSRS facilities. The Contractor will assist the CITY in preparation of the Federal, FEMA, and state reports for any potential reimbursement through the training of City of Bentonville employees and the review of documentation prior to submittal. The Contactor will work closely with the CITY, its authorized representatives, the Arkansas Division of Emergency Management, FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address concerns of the likely reimbursement agencies.
15. Work Sites: The CITY will establish the priority and shall approve the geographic work areas and types of debris in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. If the CITY does not award a single contract, as proposed, and decides to award multiple contracts, each Contractor will be assigned a geographic area or type of debris. The CITY may choose to reassign areas at any time for any reason. The Contractor shall remove all debris and leave the site from which the debris was removed in a clean and neat condition with the understanding that there will be small quantities of leaves, twigs, bark, and household debris, (generally one-half cubic foot or less) that is not picked up by equipment, machinery, and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the City or its agent. Contractor will not be allowed to "cherry pick" debris.
16. White Goods: The Contractor shall remove, decontaminate, transport, and recycle (or dispose of, at Contractor's discretion) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc. from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. Freon capture must be performed by a licensed technician. White goods may be transported to a storage area before decontamination as long as Freon is not released during the removal, hauling, or recycling process. Contractor shall dispose of all white goods encountered in accordance with applicable local, state and federal laws.
17. Hazardous Stumps Leaning Trees and Hanging Limbs: The contractor shall remove all stumps, leaning trees and hanging limbs on public property and rights of way that are determined to be hazardous to public access and only as directed and approved by a City designated representative prior to removal. If more than 50% of the root ball of a stump, greater than 24 inches diameter measured 24 inches above the ground, is exposed, the stump shall be removed. 5 The Contractor shall back-fill each stump hole flush with the surrounding ground with clean fill dirt and compacted. Stumps on public property or ROW with less than 50% of the root ball exposed shall be cut flush with the ground. Stumps will be hauled to TDSRS where they shall be inspected and categorized by size. Any stump locations which resulted in damage to sidewalks, curb and gutter, street surfaces or other infrastructure shall be recorded by the contractor and City designated representatives.
18. Clean Fill Dirt: The Contractor shall place compacted fill dirt created by equipment, holes created by the removal of hazardous stumps and other areas that pose a hazard to public access upon direction by the CITY. This clean fill dirt shall be compacted as directed by the CITY.

19. Contractor Equipment: All equipment and vehicles utilized by the Contractor shall meet all the requirements of Federal, state and local regulations including, without limitation, all USDOT regulations, and are subject to the approval of the CITY. All loads must be secured, and tailgates must be made of metal. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
20. Prior to start of work, the Debris Removal Contractor shall submit to the City or its authorized representative, certification indicating the type of vehicle; make; model; license plate number; Debris Removal Contractor equipment number; measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris; and any other information necessary to comply with FEMA, Federal or State requirements. The measured volume shall be calculated from actual physical measurement performed by the City or its authorized representative and the reported volume shall be the same as shown on the signs affixed to each piece of equipment. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.
21. Documentation and Recovery Process: Contractor will provide the following in additional to debris removal:
    a. Recovery process documentation- create recovery process documentation plan;
    b. Maintain documentation of recovery process;
    c. Provide written and oral status as requested by the CITY;
    d. Review documentation for accuracy and quantity; and,
    e. Assist in preparation of required FEMA documentation
    f. Act as a representative in any FEMA inquiry

    These items for the documentation and recovery process shall be included in the items in the pricing tables. Proposers shall have proven experience with overall management and knowledge of FEMA requirements, rules and regulations to qualify for this item.

22. All actions shall be performed in accordance with current FEMA, FHWA, OSHA and state requirements and in coordination with the City.

Assignment of Key Staff

The key member(s) of the project staff must be identified and assigned to the project for the duration of the contract unless the City agrees in writing to modify the assignment. If a key member leaves the firm during the course of the contract, the City must be notified immediately, and the firm must submit the replacement's name and credentials for approval by the City prior to that person starting work on the contract.

Records Retention and Confidentiality

The successful firm shall maintain all records for ten (10) years after final payment on the contract and any and all other pending matters are closed. After the ten (10) year retention period, the City shall have the option to take possession of the work papers, reports, plans, permits and documents, electronic and/or hard copy, whenever the successful firm decides to dispose of them. The successful firm shall notify the City in writing prior to any disposal of documents related to this contract.

Qualification Criteria

To be eligible to respond to this RFP, a certification by the respondent is required to each of the following requirements:

The response to this RFP shall incorporate adequate information as detailed below for the City's selection committee to evaluate the firm's ability to meet and design needs specified in this proposal. To expedite the review process, please organize the technical information in the order listed below with the submission being concise.

1. Must have no conflict of interest in representing the City in the full capacity of the scope; and,
2. Must carry a level of insurance, or negligence appropriate for the magnitude of the engagement.
3. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal. The proposer must demonstrate experience managing debris monitoring for at least three government entities involving a minimum of 250,000 cubic yards for each client. Recent debris monitoring is preferred.
4. Documented knowledge and experience with FEMA, other federal agencies, federal programs, funding sources and reimbursement processes.
5. Proposer must demonstrate experience with project worksheet preparation, contractor procurements, hauler invoice reconciliation, and appeals/reimbursement support.

Availability of Staff

Identify resources, capacity and capability of the firm to provide the services requested on an expedited basis, specifically a staffing plan, and the professional qualifications of the staff.

Subject Matter Experience

1. Demonstration of knowledge and expertise related to all aspects of disaster debris monitoring.
2. Demonstration of knowledge and expertise related to all aspects of FEMA documentation, reimbursement, and project management related to disaster debris monitoring.
3. The City requests examples of past contracts covering a range of sizes and scopes listing the client, disaster event, quantity and type of debris monitored, service period, number of disposal sites where monitoring occurred, and other relevant explanatory or descriptive information.

Compensation for Services

The City of Bentonville will begin contract negotiations with the firm determined to be most qualified. In the event that a contract cannot be negotiated with the selected firm, the City reserves the right to negotiate with the next qualified firm(s) until a contract can be reached. During negotiations, the proposer shall provide information relative to providing the services outlined herein using a Fee Schedule. Pricing shall include all direct and indirect costs including all out-of pocket expenses.

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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = $2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

Combined Single Limit:

- Bodily Injury and Property Damage = $2,000,000.00 Each Accident
  - Pollution Liability Insurance
  - $1,000,000.00 Each Occurrence

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their knowledge and expertise related to all aspects of disaster debris removal, FEMA documentation, reimbursement, and project management related to debris monitoring, as specified in this RFP.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall include the costs associated with the technical services and/or tasks to be provided by the Contractor. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, anticipated expenses, and additional fees applicable to the provision of the services for the City of Bentonville, Arkansas.

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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 15

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.
- Response time to be mobilized to Bentonville, Arkansas.

Point Value: 35

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity to disaster debris removal services of debris generated from the public rights-of-way, drainage areas, waterways, and other public eligible, or designated areas in accordance with Federal Emergency Management Agency (FEMA) guidelines as stated herein.
- Proposer's should provide past experience, including but not limited to:
  - Services provided within the last three (3) years.
  - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

*Proposers **ARE REQUIRED** to provide a list of similar jobs performed and contact information for each job (references).*

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 15

4. Performance Capabilities

- The Proposal must provide a performance capabilities plan for Debris Removal and Disaster Recovery Services for the duration of the contract unless the City agrees in writing to modify the assignment.
- Proposer must be able to perform the Debris Removal and Disaster Recovery Services without delay from other projects and commitments.

Point Value: 10

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Performing the services, as specified herein, shall include the costs associated with the technical services and/or tasks to be provided by the Contractor. All costs shall be conveyed rounded to the nearest cent.

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TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-24-84
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via Amendment for a maximum term not to exceed three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing Policy and applicable laws.
17. **Insurance:** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law, such as Workers Compensation.
18. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
19. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.
20. **Timeline:** The City intends to award the contract at the February 25, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.
21. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

22. **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

    In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

    The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

    The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

23. **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

24. **Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

25. **Copyrights:** By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: Looks Great Services of MS, Inc.

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

☒ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

KA Initials

CITY OF BENTONVILLE, ARKANSAS
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APPENDIX B

NON-COLLUSION AFFIDAVIT

(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
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NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of Mississippi

County of Lamar

I Kristian Agoglia (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1. They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Re

Signature of Authorized Representative/Age

Title (of Authorized Representative/Agent): Vice President

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 15th day of January, 20 25

Notary Public Signat

My commission expires: August 14, 2028

Seal:

STATE OF MISSISSIPPI
ANITA I. WILSON
NOTARY PUBLIC
Lamar County
Commission Expires
August 14, 2028
COMMISSION NUMBER 19769

CITY OF BENTONVILLE, ARKANSAS
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APPENDIX C

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

(REQUIRED RESPONSE DOCUMENT)

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) <u>Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Looks Great Services of MS, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[redacted]

ed Official

Kristian Agoglia, Vice President
Name and Title of Contractor's Authorized Official

1/15/2025
Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the Debris Removal and Disaster Recovery Services that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and certification and disclosure, if any.

[redacted]

s Authorized Official

Kristian Agoglia, Vice President

Name and Title of Contractor's Authorized Official

1/15/2025

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-24-84	Solicitation Title:	Debris Removal and Disaster Recovery Services
Addendum Number:	1	Date of Issuance:	December 20, 2024

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

Line Number	Submitted Question	City's Response
1	I noticed that there wasn't a price sheet included. Can you please confirm that the contractor is to provide their own?	Yes, Contractor is to provide their own pricing sheet with their proposal.
2	Will the contractor or the city be responsible for tipping and disposal fees?	Tipping fees to be a pass-through cost to the City. Fees must be approved in writing prior to commencement of work. This shall be included in the Awarded Proposers contract.

Tab 2 – Pricing Schedule

	ITEM DESCRIPTION	ADDITIONAL ITEM DESCRIPTION (IF APPLICABLE)	UNIT OF MEASUREMENT	UNIT PRICE
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	$8.45
2	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS		CY	$9.45
2A	REMOVAL OF C&D DEBRIS FROM ROW AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY the City, tipping fees will be a pass through cost to the City. (NON DMS OPTION)		CY	$12.45
3	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM PARKS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL. TIPPING FEES SHALL BE A PASS THROUGH COST TO THE CITY.		CY	$12.45
4	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM RECREATIONAL TRAILS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL. TIPPING FEES SHALL BE A PASS THROUGH COST TO THE CITY		CY	$12.45
5	DMS SITE MANAGEMENT AND REDUCTION BY GRINDING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$3.50
6	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY AIR CURTAIN BURNING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$2.00
7	DMS SITE MANAGEMENT AND REDUCTION OF C&D DEBRIS BY GRINDING OR MECHANICAL COMPACTION, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$3.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$6.00
		30 - 60 Miles	CY	$7.00
		Greater than 60 Miles	CY	$8.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$9.00
		30 - 60 Miles	CY	$10.00
		Greater than 60 Miles	CY	$11.00

9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$7.00
		30 - 60 Miles	CY	$8.00
		Greater than 60 Miles	CY	$9.00
10A	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them on ROW.		TREE	$88.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$165.00
		24 inches to 35.99 inches diameter	TREE	$415.00
		36 inches to 47.99 inches diameter	TREE	$670.00
		Greater or equal to 48 inches diameter	TREE	$1,195.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	TREE	$225.00
		24 inches to 35.99 inches diameter	TREE	$585.00
		36 inches to 47.99 inches diameter	TREE	$895.00
		Greater or equal to 48 inches diameter	TREE	$1,475.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contractor shall backfill holes and ruts left by excavation of the stump.	24 inches to 35.99 inches diameter	STUMP	$400.00
		36 inches to 47.99 inches diameter	STUMP	$600.00
		Greater or equal to 48 inches diameter	STUMP	$800.00
12A	REMOVAL OF HAZARDOUS LIMBS FROM THE CITY PARKS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them in the PARK.		TREE	$88.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$165.00
		24 inches to 35.99 inches diameter	TREE	$415.00
		36 inches to 47.99 inches diameter	TREE	$670.00
		Greater or equal to 48 inches diameter	TREE	$1,195.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling in the root ball hole.	6 inches to 23.99 inches diameter	TREE	$225.00
		24 inches to 35.99 inches diameter	TREE	$585.00
		36 inches to 47.99 inches diameter	TREE	$895.00
		Greater or equal to 48 inches diameter	TREE	$1,475.00

13A	REMOVAL OF HAZARDOUS LIMBS FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City.		TREE	$115.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOTBALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$185.00
		24 inches to 35.99 inches diameter	TREE	$195.00
		36 inches to 47.99 inches diameter	TREE	$720.00
		Greater or equal to 48 inches diameter	TREE	$1,285.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	TREE	$645.00
		24 inches to 35.99 inches diameter	TREE	$1,285.00
		36 inches to 47.99 inches diameter	TREE	$1,965.00
		Greater or equal to 48 inches diameter	TREE	$2,695.00
14	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect, transport, and dispose household hazardous wastes in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		LB	$5.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.		UNIT	$45.00
16	REMOVAL, HAULING, OF ELECTRONIC WASTES (EWASTES). The Contractor shall collect, transport, and dispose e-waste in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		UNIT	$5.00

Tab 3 – Experience and Qualifications

Executive Summary

The occurrence of storm disasters in the United States has increased sharply in recent years. With the prediction of larger and more destructive storms in the near future, Looks Great Services of MS, Inc. has developed quick response teams and a fleet of more than 350 pieces of specialized debris management equipment. Because of our experience in providing equipment and leadership in such emergencies, we are now a part of aiding agencies in the pre-disaster planning process.

In 1999 Looks Great Services, Inc. was founded in New York. The company has recruited, developed, and trained a team of individuals able to respond to client needs in a professional and courteous manner. In spring 2005, Looks Great Services of Charlotte was launched in North Carolina. In addition to the same services offered in New York, Charlotte added the manufacturing of vegetation products, such as mulch and topsoil, and moved into the land clearing/development industry. In spring 2010, Looks Great Services of MS was established opening operations in Columbia, MS and has the designation as a woman-owned small business. The increased demand for companies that provide utility line clearing as well as right-of-way clearing and maintenance in the mid-south region has allowed the company to continue its steady expansion to over 250 full-time employees. In 2024, Looks Great Services opened an office location in Dallas, Texas to further expand field operations. With locations in the Northeast, Mid-Atlantic and the Mid-South regions and 25 years of vegetative management experience, we are strategically positioned to provide vegetation services across the East Coast and beyond.

In addition to the LGS equipment, we have pre-approved contractors which will provide immediate additional labor and equipment. We can quickly expand our services to over 1,000 pieces of equipment to meet the requirements necessary to handle any disaster.

From destructive insects to winter ice damage, LGS is prepared to respond to situations anywhere in the United States. Our storm damage relief team is available to townships, cities, counties, and states. In cooperation with other professional organizations, today, LGS is continually asked to provide leadership, equipment, and personnel to aid in vegetation management.

Services Provided by Looks Great Services

- Pre-Disaster Management and Planning
- FEMA Public Assistance Program Guidance
- 72 Hour Emergency Road Clearance
- Vegetative Debris Removal (ROW & ROE)
- C&D Debris Removal (ROW & ROE)
- TDMS Management & Operation
- Final Debris Disposal
- Hazardous Tree Removal (Leaners)
- Hazardous Tree Trimming (Hangers)
- Stump Removals
- Demolition
- Sand Screening & Beach Restoration
- Canal & Waterway Debris Removal
- Vehicle & Watercraft Removal
- White Goods Disposal
- Household Hazardous Waste (HHW)
- Aerial Video and Imagery Damage Survey (Drone)

Looks Great Services Principals/Authorized Representatives

Yolanda Agoglia, President
1501 Highway 13 North
Columbia, MS 39429

Kristian Agoglia, Vice President
1501 Highway 13 North
Columbia, MS 39429

Company Overview

Synopsis

Year Established: 1999

Current number of employees: 275

Bonding Capacity: $200 Million

Successfully completed disaster projects: 250+



TDSRS

Experienced Management

LGS has more than 250 full-time employees that are managed by several dozen professionals. These professions include degrees in Business and Finance, Occupational Safety, Biology, Emergency and Disaster Management, Construction Management, Land Management, Civil Engineering, Construction Engineering, Marketing, and Accounting. Members of management are also FEMA trained, NIMS trained, and OSHA Safety training. LGS has a wide array of experience in different geographical areas ranging from Maryland to Kansas and Texas to Florida, and even Puerto Rico.

One of the core strengths of LGS' management is its ability to adapt. One occasion was when a client in Mississippi did not have the local resources to operate its own landfill. LGS managed to hire a local subcontractor to provide oversight services and LGS self-performed the landfill operations. This accomplished multiple things that the client was ecstatic over: landfill operations were unimpeded, local minority subcontractor participation was utilized, and LGS brought a more positive economic impact to the client than was anticipated.



Final Haul-Out

LGS also has a strong commitment to safety. LGS has one of the lowest EMR ratings in its industry and prides itself on maintaining an exceptional safety record. LGS management instills a "Brother's Keeper" mentality in its approach to safety.

Rapid Mobilization

With experience comes knowledge, and this has allowed LGS to evolve its deployment process. By streamlining and pre-planning, LGS can mobilize teams and equipment to predetermined staging areas until the storm passes. Post-storm, these teams can quickly begin assessing the damage and working closely with the client to put together a work plan. LGS can provide significant resources, equipment, and staff within 24 hours of a storm passing. For purposes of this RFP, LGS would deploy equipment and resources from its main office in Columbia.



Monitor Tower

Financial Stability

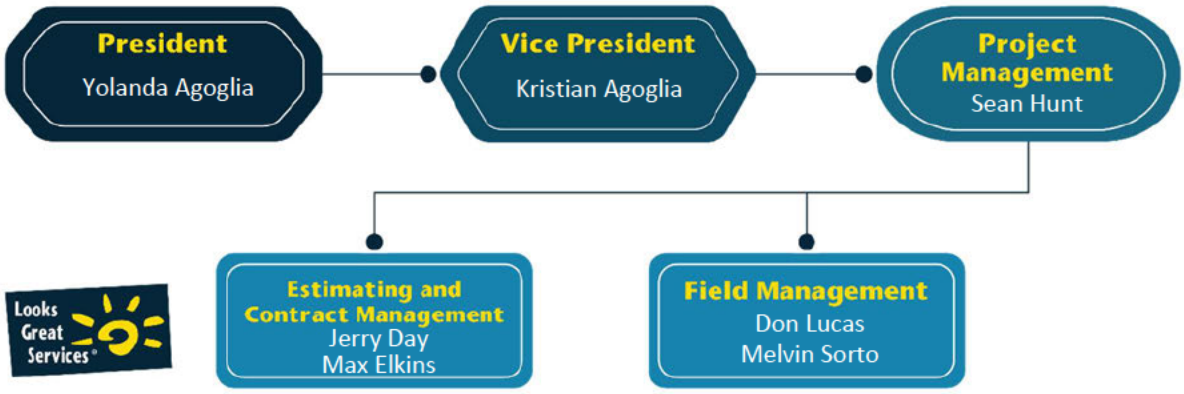
When it comes to finances, resources are not an obstacle for LGS. With a bonding capacity of 200 million dollars, working capital in excess of 20 million dollars, and the ability to cash-flow multiple projects simultaneously, LGS' financial stability is without question solid. LGS also has the rare distinction of having no debt on any equipment or resources.

Company Contacts

Company Information

Looks Great Services of MS, Inc.
Tel: 601-736-0037
Fax: 601-736-1924
bids@looksgreatservices.com

Key Personnel



Personnel Information

Operations Manager

Kristian Agoglia
Corporate Vice President
Tel: 516-369-8445
kristian@looksgreatservices.com

Project Manager

Sean Hunt
Executive VP of Emergency Response
Tel: 901-910-8560
seanhunt@looksgreatservices.com

Additional Personnel

Jerry Day
Commercial Contracts Manager
Tel: 405-727-0017
jerryday@looksgreatservices.com

Don Lucas
Debris Site Manager
Tel: 601-818-2552
donlucas@looksgreatservices.com

Melvin Sorto
Field Operations Manager
Tel: 631-326-7305
melvinsorto@looksgreatservices.com

Max Elkins
Executive Director of Contracting
Tel: 601-408-9472
maxelkins@looksgreatservices.com

Letter of Bonding

CADENCE Insurance

September 19, 2023

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that Looks Great Services of MS, Inc. is set up for bonding with Fidelity and Deposit Company of Maryland.

Our company represents Looks Great Services of MS, Inc. for all of their bonding needs and has found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their past experience, we will consider single jobs of $100,000,000.00 with an aggregate program of $200,000,000.00. Fidelity and Deposit Company of Maryland will favorably consider providing a 100% Performance and 100% Payment bond, providing a contract is awarded to, and executed by Looks Great Services of MS, Inc.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Cadence Insurance, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

[redacted]

16 Thompson Park · Hattiesburg, MS 39401 · 601-544-8703 · Fax 877-288-0152 · www.cadenceinsurance.com

Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cadence Insurance, A Gallagher Company 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 FAX (A/C, No): 877-288-0152 E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com
INSURED LOOKGRE-01 Looks Great Services of MS, Inc. 1501 Highway 13 North Columbia MS 39429	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Guarantee and Liability Ins Co — 26247 INSURER B : Markel American Ins. Co. — 28932 INSURER C : Old Republic Insurance Co. — 24147 INSURER D : Illinois Union Insurance Company — 27960 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 116077975 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	MWZY31369224	2/1/2024	2/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Agg Cap	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MWTB31369124	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	AUC019344808	2/1/2024	2/1/2025	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC31369024	2/1/2024	2/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B D	Rented/Leased Equipment Pollution			NKLM4IM0053557 CPYG28206690004	4/14/2023 1/12/2023	4/14/2024 1/12/2025	Per Item/Occurrence Occur/Agg	$300,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO CERTIFICATE HOLDER(S) AND ANY OTHER PERSON(S) OR ORGANIZATION(S) ONLY WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:
Blanket Additional Insured coverage provided applying on a primary and non-contributory basis.
Blanket Waiver of Subrogation.
Liability assumed in an "Insured Contract" as defined by policy.
See Attached...

CERTIFICATE HOLDER

For Information Purposes - Please contact Cadence Insurance to be added as a Certificate Holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

[redacted]

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WBENC WOSB Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

HEREBY GRANTS
WOMAN OWNED SMALL BUSINESS (WOSB) CERTIFICATION TO

LOOKS GREAT SERVICES OF MS, INC.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. part 127 and has been certified as such by an SBA approved Third Party Certifier pursuant to the Third Party Agreement, dated June 30, 2011, and available at www.sba.gov/wosb.

The WOSB Certification expires on the date herein unless there is a change to the SBA's regulation that makes the WOSB ineligible or there is a change in the WOSB that makes the WOSB ineligible. If either occurs, this WOSB Certification is immediately invalid. The WOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Majority Female Owner: Yolanda Agoglia
NAICS: 624230, 561730 UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508
Certification Number: WOSB210490
Renewal Date: November 30, 2022
SBA WOSB Expiration Date: 11/30/2024

[redacted]
Phala Mire, Women's Business Enterprise Council - South President

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

[redacted]
Pamela Prince-Easton, WBENC President & CEO

[redacted]
LaKesha White, Vice President, Certification

WBENC
WOMEN'S BUSINESS ENTERPRISE NATIONAL COUNCIL
JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

LOOKS GREAT SERVICES OF MS, INC.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: November 27, 2020
Expiration Date: November 30, 2025
WBENC National Certification Number: WBE2002997

WBENC National WBE Certification was processed and validated by Women's Business [redacted] Organization.

[redacted]
Authorized by Phala Mire, President Women's Business Enterprise Council - South

WBECSOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

NAICS: 624230, 561730
UNSPSC: 70111500, 70111501, 70111502, 70111503, 70111504, 70111505, 70111506, 70111507, 70111508

Financial Capability

FIRST SOUTHERN BANK

"The People's Choice Community Bank"

1075 HWY 98 • P.O. BOX 268
COLUMBIA, MS 39429-0268
601-736-6378

July 7, 2023

Re: Looks Great Services of MS, Inc.

To Whom It May Concern:

Looks Great Services of MS, Inc. has been a customer of First Southern Bank for many years and they are in good standing with us. At this time, Looks Great Services of MS, Inc. has sufficient working capital to support and fund projects up to $10,000,000.00.

Sincerely,

[redacted]

Len Cooke
EVP/CLO

HORNE

661 Sunnybrook Road
Suite 100
Ridgeland, MS 39157

601.326.1000
888.821.0202

HORNE.COM

May 30, 2024

Re: Looks Great Services, Inc.
Looks Great Services of MS, Inc.

To Whom It May Concern:

Please let this letter serve as evidence of financial capacity of the Looks Great Services ("LGS") Companies. I have served as the outside accountant for the past 4 years.

The LGS Companies have more than adequate capacity to fund contract operational expenses as needed. The combined companies have in excess of $10 million dollars of working capital.

Should you need any further information or have any questions regarding this letter, please feel free to call me at (601)-326-1326.

Sincerely,

HORNE

[redacted]

Wes T. Winborne, CPA
Partner

Recently Activated Contracts

Customer Name	Activation Date
City of Oviedo, Florida – Hurricane Milton	October 9th, 2024
Toombs County, Georgia – Hurricane Helene	September 28th, 2024
Johnson County, Georgia – Hurricane Helene	September 28th, 2024
Brooks County, Georgia – Hurricane Helene	September 28th, 2024
Desoto Parish, Louisiana – Hurricane Beryl	July 25th, 2024
City of Dallas, Texas – Hurricane Beryl	July 19th, 2024
CenterPoint Energy, Houston, Texas – Hurricane Beryl	July 10th, 2024
City of Oyster Creek, Texas – Hurricane Beryl	July 10th, 2024
City of Bentonville, Arkansas – Tornado	June 12th, 2024
Benton County, Arkansas – Tornado	June 12th, 2024
City of Rogers, Arkansas – Tornado	May 28th, 2024
City of Princeton, Kentucky – Tornado	May 28th, 2024
Caldwell County, Kentucky – Tornado	May 28th, 2024
Florida State University, Tallahassee, Florida – Tornado	May 10th, 2024
Tempest Energy, Slidell, Louisiana – Tornado	April 20th, 2024

Recent Simultaneous Contract Experience

- **2024 Florida, Arkansas, & Kentucky Tornadoes:**

On May 10th, Florida State University in Tallahassee, FL, was struck by three EF-2 tornadoes. Just sixteen days later, on May 26th, Rogers, AR, and Bentonville, AR, were both hit by an EF-2 tornado, while Caldwell County, KY, faced the devastation of an EF-3 tornado. In both instances, within hours of the storms passing, Looks Great Services personnel were on the road, mobilizing quickly to assist in disaster recovery and debris removal efforts. These powerful tornadoes generated over 2 million cubic yards of debris.

- **2023 Mississippi & Arkansas Tornadoes:**

On March 24th, 2023, an EF-4 tornado struck Amory, MS while other tornadoes struck the town of Winona, MS as well as Panola County, MS & Montgomery County, MS. LGS was awarded for all 4 projects. Recovery efforts began immediately following the award. All projects operational within 48 hours of Notice to Proceed.



One week later, on March 31st, 2023, an EF-3 tornado struck Wynne, AR and Cross County, AR in which LGS was also awarded both projects. LGS responded immediately and was more than capable of handling multiple projects in multiple states utilizing internal crews, as well as pre-screened subcontractors led by a team of experienced LGS project managers.

LGS far exceeded client expectations on all five projects delivering exceptional results maximizing FEMA reimbursement for all parties involved. LGS collected, processed, and disposed of over 1 million cubic yards of debris resulting from the devasting damages in all Counties/Cities impacted by the tornadoes.

- **2023 Alabama Tornadoes:**

Starting in January of 2023 LGS was awarded Eutaw, AL, Dallas County, AL, and Elmore County, AL when multiple tornadoes touched down throughout the State of Alabama. LGS was once again activated through a cooperative County purchasing agreement through the Association of Alabama County Commissions of Alabama (ACCA). LGS performed all jobs simultaneously and was able to complete all projects successfully

on time collecting over 300,000 cubic yards of debris along with the hazardous tree pruning and removals managing numerous disposal sites throughout the state.

- **2022 Hurricane Ian:**

Before Hurricane Ian made landfall LGS was initially activated and mobilized over 200 personnel, over 100 pieces of equipment, in place ready to assist for Florida Power & Light. LGS performed so highly that Florida Power & Light kept LGS assisting the restoration efforts throughout the duration of the initial activation. LGS was then activated as the prime contractor for the City of Oviedo, FL and was also staged prior to Hurricane Ian making landfall. LGS then performed the cleanup efforts including debris removal, tree trimming/removal, debris reduction, hauling, and more for the City of Oviedo once again exceeding expectations. Then, after Hurricane Ian made landfall LGS was asked to assist other entities throughout the entire State of Florida including Hardee County, FL, Seminole County, FL, New Smyrna, FL, Holly Hill, FL, Florida Department of Transportation in Hardee County, FL & Lee County, Fl as well as Florida New College.

- **2022 Tornadoes:**

LGS was awarded Caldwell County, Marshall County, Princeton, KY, Lincoln County, MS, and Hendersonville, TN in early 2022. By utilizing a combination of subcontractors and self-performing management and tree trimming, LGS jointly completed 5 contracts at one time. Collectively this amounted to more than 800,000 yards of debris in 3 separate states. LGS successfully completed all work on time and in accordance with all specifications.

- **2021 Hurricane Zeta:**

LGS holds the District 3 contract for the Association of County Commissions of Alabama, which contains 13 counties in this District. After Hurricane Zeta caused a significant amount of damage in this District, LGS was activated by 3 counties at the same time. With the help of local subcontractors, LGS collectively managed, hauled, reduced, and disposed of more than 400,000 yards of vegetative debris in Dallas, Marengo, and Wilcox Counties within a 4-month period. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2020 Tornadoes:**

In 2020, one of the largest tornado outbreaks occurred in Mississippi. LGS was awarded 3 separate contracts by the MS Department of Transportation as well contracts with Jasper County, Jefferson Davis County, Lawrence County, Marion County, and Jones County. LGS simultaneously completed all these contracts within a 4-month period and collectively processed more than 550,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications.

- **2017 Hurricane Irma:**

In 2017, Hurricane Irma caused widespread damage in Florida, Georgia, and South Carolina. LGS was awarded 3 separate contracts by Florida: Florida City, Miami Shores, and El Portal. LGS simultaneously completed all these contracts within a 3-month period and collectively processed more than 225,000 CY of debris. LGS successfully completed all work in a timely manner and in accordance with all specifications



Large-Scale Past Performance

Since 2001 LGS has been involved in FEMA reimbursed projects. LGS works in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. Below is a list of the individual FEMA contracts LGS has managed as the prime contractor that involved more than 250,000 CY of debris removed in the past 10 years.

PROJECT	DATE	TOTAL CY	TOTAL DOLLAR AMOUNT INVOICED	FEDERAL REIMBURSEMENT AMOUNT	CONTACT
Toombs County, GA DR-4830-GA	9/26/2024 – Present	1,800,000 (to date)	$33,869,091.82 (to date)	TBD	John Jones, County Manager jjones.toombsco@bellsouth.net 912-526-3311
City of Rogers, AR DR-4788-AR	5/29/2024 – Present	1,101,000 (to date)	$13,762,133.82 (to date)	TBD	Greg Hines, Mayor ghines@rogersar.gov 479-936-1444
Benton County, AR DR-4788-AR	6/27/2024 – Present	784,000 (to date)	$12,150,645.00 (to date)	TBD	Barry Moehring, County Judge barry.moehring@bentoncountyar.gov 479-271-5767
City of Bentonville, AR DR-4788-AR	6/26/2024 – Present	250,400 (to date)	$4,223,348.00 (to date)	TBD	Stephanie Orman, Mayor sorman@bentonvillear.com 479-659-9383
City of Amory, MS DR-4697-MS	3/29/2023 – 12/13/2023	520,202	$8,180,915.18	TBD	Corey Glenn, Mayor mayorglenn@cityofamoryms.com 662-256-5721
City of Wynne, AR DR-4698-AR	3/2/2023 – 6/20/2023	260,186	$3,660,345.87	TBD	Jennifer Hobbs, Mayor jhobbs@cityofwynne.com 870-238-0027
Virginia DOT DR-04630	5/9/2022- 8/7/2022	463,695	$4,100,376.30	TBD	Adam Medek, Project Director adam@medekcorp.com 913-439-9366
Caldwell County, KY DR-4630	12/15/2021- 4/16/2022	309,795	$2,431,930.21	$2,431,930.21	Jeff Boone, Magistrate Jeffboone@caldwellcourthouse.com 270-365-6660
Marshall County, KY DR-4630	12/22/2021 – 4/21/2022	539,410	$6,159,788.61	$6,159,788.61	Kevin Neal, Judge Executive Kevin.neal@marshallcountyky.gov 270-527-4750
Association of County Commissions of AL – Dallas, Marengo, and Wilcox Counties DR-4573	12/14/2020 – 4/16/2021	406,446	$6,913,884.04	$6,913,884.04	Heath Sexton, County Engineer hsexton@dallascounty-al.org 334-874-2503 Ken Atkins, County Engineer marengoengineer@bellsouth.net 334-295-2236
Marion, Lawrence Jefferson Davis, and Jasper Counties DR-4536	5/4/2020 – 8/9/2020	536,681	$6,765,705.01	$6,765,705.01	Jeff Dungan, County Engineer jeff@dunganeng.com 601-731-2600
Puerto Rico DTOP DR-4339	12/2017 – 12/2020	319,320	$39,000,000.00	TBD	Elias Tirado Huertas, Director etirado@dtop.pr.gov
Nassau County, NY DR-4085	10/2012 – 5/2013	2,074,770	$60,398,300.00	$60,398,300.00	Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824
Long Beach, NY DR-4085	10/2012 – 4/2013	455,000	$17,000,000.00	$17,000,000.00	Jim LaCarrubba, Commissioner jlacarrubba@longbeachny.org 516-431-1000
Nassau County, NY DR-4021	8/2011 – 1/2012	580,000	$6,697,200.00	$6,697,200.00	Richard Iadevaio, Superintendent riadevaio@nassaucountyny.gov 516-571-6824

Previous Disaster Work and Experience

Since 2001, LGS has been involved in FEMA reimbursed projects. LGS works in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. Below is an additional comprehensive list of the FEMA contracts LGS has been a part of. These total over 200,000 leaners and hangers and more than 10 million cubic yards of debris removed.

CLIENT NAME	EVENT	DATE	PC = Prime PS = Prime Sub S = Subcontractor	CONTRACT AMOUNT	C# = CONTRACT # PO # = PURCHASE ORDER # TO # = TASK ORDER# NTP = DATE PSA = PROFESSIONAL SERVICE AGREEMENT
Emanuel County, GA	Hurricane Helene	September 2024	S	$820,428.00 (to date)	DR-4830
Toombs County, GA	Hurricane Helene	September 2024	PC	$22,986,091.00 (to date)	DR-4830
Johnson County, GA	Hurricane Helene	September 2024	PC	$5,533,566.00 (to date)	DR-4830
Brooks County, GA	Hurricane Helene	September 2024	PC	$2,500,000.00	DR-4830
CenterPoint Energy	Hurricane Beryl	August 2024	S	$2,685,364.00	112843468
City of Oyster Creek	Hurricane Beryl	August 2024	PC	$161,164.00	DR-4798
Desoto Parish, LA	Hurricane Beryl	July 2024	PC	$566,895.00	N/A
Crandall, TX	Storm Debris	June 2024	PC	$20,616.00	N/A
Castlehills, TX	Storm Debris	June 2024	PC	$408,360.00	N/A
Benton County, AR	Tornado	June 2024	PC	$10,414,033.00	082-2024
City of Bentonville, AR	Tornado	June 2024	PC	$3,389,221.00	24-44
City of Rogers, AR	Tornado	May 2024	PC	$12,489,661.00	N/A
City of Princeton, KY	Tornado	May 2024	PC	$46,184.00	N/A
Caldwell County, KY	Tornado	May 2024	PC	$779,197.00	N/A
CenterPoint Energy	Tornado	April 2024	S	$187,648.00	112333319
City of Oviedo, FL	Debris Removal	April 2024	PC	$52,030.00	240205
Florida State University	Tornado	April 2024	PC	$1,468,245.00	6454-8
Slidell, LA	Tornado	April 2024	S	$386,470.00	N/A
Desoto County, FL	Stream Debris	March 2024	S	$6,607,101.00	N/A
City of Round Rock, TX	Debris Removal	December 2023	PC	$52,953.00	2023-350
Coastal Water Authority, TX	Dam Debris Removal	August 2023	PC	$110,000.00	N/A
Town of Flower Mound, Texas	Debris Hauling	November 2023	PC	$163,313.00	2023-12-A
City of Dallas, TX	Debris Hauling	November 2023	PC	$3,138,779.00	BG23-00022387
Jasper County, MS	Tornado	September 2023	PC	$506,231.25	N/A

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Hendersonville, TN	Tornado	September 2023	PC	$329,990.40	N/A
Panola County, MS	Tornado	April 2023	PC	$343,625.00	DR-4697
Winona, MS	Tornado	April 2023	PC	$456,918.51	DR-4697
Montgomery County, MS	Tornado	April 2023	PC	$361,464.00	DR-4697
Cross County, AR	Tornado	March 2023	PC	$562,552.05	N/A
Virginia DOT	Debris Removal	March 2023	PC	$5,849,483.00	N/A
Eutaw, AL	Tornado	February 2023	PC	$232,852.83	FEMA-4684-DR
Dallas County, AL	Tornado	January 2023	PC	$389,366.93	N/A
Elmore County, AL	Tornado	January 2023	PC	$446,107.93	FEMA-4684 DR
Virginia DOT	Snowstorm	May 2022	S	EST: $10,000,000.00	49341-003
St. Louis, MO	Straight-Line Wind	April 2022	PS	$152,152.00	N/A
Tyndall AFB	Hurricane Michael	April 2022	PC	EST: $750,000.00	BPA #FA481922Q0005
Hendersonville, TN	Tornado	February 2022	PC	$146,303.55	DR-4630
Lincoln County, MS	Hurricane Ida	January 2022	PC	$198,230.26	DR-4626
Caldwell County, KY	Tornado	January 2022	PC	$852,301.97	DR-4630
Marshall County, KY	Tornado	January 2022	PC	$4,807,883.24	DR-4630
Caldwell County, KY	Tornado	December 2021	PC	$1,579,628.24	NTP 12.22.21
Marshall County, KY	Tornado	December 2021	PC	$1,351,905.37	NTP 12.17.21
South LA Electric Coop.	Hurricane Ida	September 2021	PC	$20,986,794.83	N/A
Brookhaven, MS	Hurricane Ida	September 2021	PC	$60,575.00	N/A
Harrison County, MS	Hurricane Ida	August 2021	PC	$690,025.36	210610
Jefferson County, MS	Ice-Storm	August 2021	PC	$1,936,061.40	FEMA-TBD
Mississippi DOT	Ice-Storm	June 2021	PC	$1,227,126.20	CMEP7000012771
Cleveland, MS	Straight-Line Wind	June 2021	PC	$300,408.00	NTP 6.14.21
Jackson, MS	Tornado	June 2021	PS	$78,460.00	NTP 6.3.21
Natchez, MS	Ice Storm	March 2021	PC	$627,179.31	FEMA-TBD
ACCA Marengo County, AL	Hurricane Zeta	February 2021	PC	$1,743,685.42	FEMA-DR-4573
ACCA Wilcox County, AL	Hurricane Zeta	January 2021	PC	$1,394,919.74	FEMA-DR-4573
ACCA Dallas County, AL	Hurricane Zeta	December 2020	PC	$3,775,278.88	FEMA-DR-4573
Jefferson Davis	Tornado	April 2020	PC	$1,563,514.48	FEMA-DR-4551-MS

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County, MS					
ACCA Pike County, AL	Tornado	April 2020	PC	$400,064.00	Region 3 Contract
Jasper County, MS	Tornado	April 2020	PC	$1,899,079.90	FEMA-DR-4551-MS
Mississippi DOT	Tornado	April 2020	PC	$177,064.50	MP-7000-16(231)
Mississippi DOT	Tornado	April 2020	PC	$50,500.00	MP-7000-39(225)
Jones County, MS	Tornado	April 2020	PC	$660,797.34	FEMA-DR-4551-MS
Lawrence County, MS	Tornado	April 2020	PC	$1,320,274.77	FEMA-DR-4551-MS
Marion County, MS	Tornado	April 2020	PC	$812,029.88	FEMA-DR-45XX-MS
Mississippi DOT	Tornado	April 2020	PC	$1,411,516.90	MP-7000-16(223)
Lawrence County, MS	Tornado	April 2020	PC	$582,705.23	FEMA-DR-4536-MS
Jefferson Davis County, MS	Tornado	April 2020	PC	$3,471,894,.22	FEMA-DR-4536-MS
Mississippi DOT	Tornado	October 2019	PC	$256,000.00	STP-0028-00(007)
Yazoo County, MS	Tornado	October 2019	PC	$168,866.00	FEMA-DR-4450-MS
Columbus, MS	Tornado	April 2019	PC	$271,601.40	FEMA-DR-4429-MS
Puerto Rico DRD	Hurricane Maria	March, 2019	PC	EST: $9,000,000.00	2018-000-177
Univ. of NC, Wilmington	Hurricane Florence	September, 2018	PS	$76,695.00	N/A
St. James Plantation, NC	Hurricane Florence	September 2018	PS	$2,934,958.75	N/A
USACE/Power Secure	Hurricane Maria	April, 2018	PS	$2,000,000.00	N/A
Puerto Rico DOH	Hurricane Maria	February, 2018	PS	$1,000,000.00	DOH-RFP-17-18-03
Puerto Rico DTOP	Hurricane Maria	December, 2017	PC	EST: $40,000,000.00	2018-000-177
Florida City, FL	Hurricane Irma	September, 2017	PC	$3,866,287.87	FEMA-DR-4334/2017-004
Village of El Portal, FL	Hurricane Irma	September, 2017	PC	$1,680,800.67	FEMA-DR-4334
Miami Shores Village, FL	Hurricane Irma	September, 2017	PC	$983,796.51	FEMA-DR-4334
McIntosh County, GA	Hurricane Irma	September, 2017	S	$100,728.00	FEMA-DR-4334
Volusia County, FL	Hurricane Irma	September, 2017	S	$462,575.00	FEMA-DR-4334
Claiborne County	Tornado	September, 2017	PC	$1,346,973.73	DR-4314-MS
Central, LA	Flooding	August, 2017	PC	$4,006,000.00	2017-001
Holmes County, MS	Tornado	June, 2017	PC	$4,047,248.40	DR-4314-MS
Durant, MS	Tornado	June, 2017	PC	$1,775,021.45	DR-4314-MS
Mississippi DOT	Tornado	June, 2017	PC	$2,017,183.71	MP-3000-26(114)
Yazoo County, MS	Tornado	June, 2017	PC	$3,610,554.90	DR-4314-MS

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Montgomery County, MS	Tornado	May, 2017	PC	$2,461,467.85	DR-4314-MS
Skidaway Island, GA	Hurricane Mathew	October, 2016	S	$1,042,106.25	N/A
Hilton Head, SC	Hurricane Matthew	October, 2016	S	$586,730.00	N/A
Benton County, MS	Tornado	February, 2016	PC	$530,428.40	DR-4248-MS
Marshall County, MS	Tornado	February, 2016	PC	$1,230,407.00	DR-4248-MS
Marion County, MS	Tornado	December, 2014	PC	$955,958.66	RFP-2015-01
City of Columbia, MS	Tornado	December, 2014	PC	$164,500.00	N/A
Lowndes County, MS	Tornado	May, 2014	PC	$430,402.19	DR-4175-MS
Mississippi DOT Itawamba Co	Tornado	May, 2014	PC	$342,652.22	14-2100-991-01
Mississippi DOT Winston Co	Tornado	May, 2014	PC	$88,971.97	14-2100-991-03
MS DOT Lowndes Co	Tornado	May, 2014	PC	$85,579.13	14-2100-991-02
Itawamba County, MS	Tornado	May, 2014	PC	$695,844.02	N/A
US Army Corps of Engineers	Hurricane Sandy	March, 2013	PC	$2,145,149.40	C# W912DS-13-C-0024
US Army Corps of Engineers	Hurricane Sandy	March, 2013	PC	$1,171,605.00	C# W912DS-13-C-0018
Central Park Conservancy	Hurricane Sandy	October, 2013	PC	$105,200.00	C# CPC13-01
Village of Freeport, NY	Hurricane Sandy	October, 2012	PC	$181,000.00	NTP 10.31.12
Freeport Electric, NY	Hurricane Sandy	October, 2012	PC	$186,200.00	NTP 10.31.12
Garden City, NY	Hurricane Sandy	October, 2012	PC	$4,152,100.00	NTP 10.31.12
Town of Hempstead, NY	Hurricane Sandy	October, 2012	PC	$4,858,000.00	NTP 11.8.12
Town of Huntington, NY	Hurricane Sandy	October, 2012	PC	$7,545,500.00	NTP 11.1.12
Long Island Railroad	Hurricane Sandy	October, 2012	PC	$985,700.00	NTP 10.21.12
City of Long Beach, NY	Hurricane Sandy	October, 2012	PC	$17,500,000.00	NTP 10.30.12
National Grid / LIPA	Hurricane Sandy	October, 2012	PC	$4,000,700.00	N/A
Nassau County, NY	Hurricane Sandy	October, 2012	PC	$60,398,300.00	NTP 10.26.12
NYS DOT, NY	Hurricane Sandy	October, 2012	PC	$78,800.00	C# PAA05522
Virginia DOT	Windstorm	July, 2012	PS	$1,758,000.00	N/A
SUNY, NY	Hurricane Irene	August, 2011	PC	$72,500.00	C# T001673

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Suffolk County Water Authority	Hurricane Irene	August, 2011	PC	$27,800.00	C# 6556
Nassau County, NY	Hurricane Irene	August, 2011	PC	$6,697,200.00	PSA - 8.26.11
Huntington, NY	Hurricane Irene	August, 2011	PC	$1,287,300.00	PO# 3115025
Village of Freeport, New York	Hurricane Irene	August, 2011	PC	$550,000.00	NTP 8.28.11
Freeport Electric	Hurricane Irene	August, 2011	PC	$50,700.00	NTP 8.28.11
NYS DOT, NY	Hurricane Irene	August, 2011	PC	$103,200.00	C# PAA05522
National Grid	Hurricane Irene	August, 2011	PC	$113,000.00	N/A
Jackson County, AL	Tornado	April, 2011	S	$478,000.00	N/A
Nassau County, NY	Microburst	June, 2010	PC	$151,000.00	N/A
National Grid, NY	Microburst	June, 2010	PC	$342,000.00	N/A
Suffolk County Water	Tornado	April, 2010	PC	$42,000.00	Contract # 6556
NYS DOT, NY	Hazardous Tree Removal	June, 2009	PC	$879,000.00	C# D260430
NYS DOT, NY	Hazardous Tree Removal	March,2009	PC	$686,000.00	C#D260430
Long Island Railroad	Hazardous Tree Removal	January, 2009	PC	$450,000.00	N/A
Beaumont & Jefferson Co, TX	Hurricane Ike	September, 2008	S	$521,000.00	N/A
Stoney Brook State University, NY	Hazardous Tree Removal	February, 2008	S	$380,000.00	N/A
University of Oklahoma	Ice Storm	February, 2008	S	$76,000.00	N/A
Midwest City, OK	Ice Storm	January, 2008	PS	$175,000.00	N/A
Keyspan Energy, NY	LIPA - Storm Hardening	July, 2007	PC	$3,400,000.00	N/A
Missouri DOT	Winter Storm	March, 2007	PS	$192,000.00	N/A
St. Louis, MO	Windstorm	July, 2006	PS	$295,000.00	N/A
Columbia, MS	Hurricane Katrina	August, 2005	PS	$5,600,000.00	N/A
New Orleans, LA	Hurricane Katrina	August, 2005	S	$168,000.00	N/A
Miami, FL	Hurricane Katrina	August, 2005	PS	$160,000.00	N/A
Coral Gables, FL	Hurricane Katrina	August, 2005	PS	$79,000.00	N/A

Previous Project Details

2005 – Hurricane Katrina

Location: Columbia, Mississippi
Date: August 2005
Revenue: $5,600,000.00
Client: Mississippi Dept. of Trans. as prime subcontractor for T.L. Wallace Construction, Inc.
Contact: Tommy Wallace
800 Hwy 98 Bypass
Columbia, MS 39429
Phone: 601-736-4525
info@tlwallace.com

Executing Requirements

LGS was tasked with Hazardous Tree Removal, Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Katrina. In addition, LGS managed and operated five (5) TDSRS' for the project.

- LGS mobilized 25 tree trimming crews and 55 hauling crews.
- Establishment, operation, and management of 5 TDSRS.
- All reduction site operations approved and permitted by the Mississippi Department of Environmental Quality and closed out without issue.
- 1.4 million cubic yards were removed from Mississippi state roads in Marion and Covington Counties.
- State roads were restored and resulting debris was eliminated as a safety hazard, reduced in volume, and disposed of to eliminate storage issues and future health concerns.
- Letters of recommendation from County Engineers and MDOT Construction Engineers for enabling smooth operations.



Meeting Operational Challenges

A focus in our operations on MDOT highways was safety. LGS' safety operations for MDOT, especially traffic control safety, provided a true test and verification (QED) of our written program manuals, procedures, and previous experience. Our team demonstrated proficiency by establishing protection zones on major highways and utilizing federal guidelines and manuals on uniform traffic control devices. LGS successfully performed debris removal operations on major highways without any safety violation nor, most importantly, without any accidents or incidents.

Local Small Business Subcontracting Efforts

As a small business, LGS worked successfully to utilize other small business concerns during our Katrina recovery efforts. Most of the overhead trimming and debris removal from the state roads was conducted by small business concerns. Looks Great Services subcontracted to numerous companies located within the affected area.



2011 – Hurricane Irene

Location:	Nassau County, NY
Date:	August 2011
Revenue:	$6,697,200
Client:	Nassau County, NY Department of Public Works
Contact:	John Gallo Superintendent of Highways 170 Cantiague Rock Road Hicksville, NY 11801



TDSRS

Executing Requirements

LGS was tasked with Hazardous Tree Removal and Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Irene. In addition, LGS managed and operated a TDSRS for the project.

- Pre-positioned 60 crews to perform Emergency Road Clearance immediately after winds dropped below Tropical Storm force strength.
- This was a pre-position contract competitively bid and awarded.
- LGS mobilized the 60 emergency road clearance crews in less than 48 hours prior to landfall.
- All work performed on a time and material basis per direction of client.
- Performed Hazardous Tree and Limb Removal on over 8,000 trees.
- Removed, processed, and disposed of over 580,000 Cubic Yards of vegetative debris.

Meeting operational challenges

- All access to Long Island closed, preventing mobilization:

  LGS worked with NYCDOT and the Port Authority of New York and New Jersey to open bridges and airports that had been closed to the public. Our actions allowed much needed emergency crews and assets to access Long Island to expand our capabilities.

- Multi-jurisdictional coordination:

  Nassau County is a suburban county on Long Island, located immediately east of New York City. The population from the 2010 census was estimated at 1.344 million. Under a disaster declaration, the county is the lead agency for the 129 cities, towns, villages, and hamlets located within its boundaries. During Hurricane Irene, Nassau County relied upon Looks Great Services to successfully execute their pre-positioned debris management plan. The challenge encountered was coordinating with 129 different incorporated governments to enable debris removal to operate smoothly and in an orderly fashion. Many of these agencies were facing an unprecedented and unplanned community issue. By implementing LGS' established and proven plans and utilizing LGS' experienced managers to advise, guide and help these agencies, LGS successfully enabled these governments to assist their communities in an expedited and coordinated manner.

Local small business subcontracting efforts

Looks Great Services' commitment to small business subcontracting partners resulted in 70% of the work being performed by local companies. 100% of the work was completed by small business concerns.

2012 – Hurricane Sandy



Pre-Segregation Debris Piles



Post-Segregation Debris Piles

Location:	City of Long Beach, NY
Date:	October 2012 – May 2013
Revenue:	$17,000,000
Client:	City of Long Beach, NY
Contact:	Jim LaCarrubba Commissioner of Public Works 1 West Chester Street Long Beach, NY 11561 (516) 431-1000 jlacarrubba@longbeachny.org

Executing Requirements

Sandy made land fall on October 29, 2012. The following morning reports came into the Nassau County Emergency Operation Center (EOC) about the status on Long Beach. There were reports of houses on fire, people trapped, first responder equipment destroyed, and roads were impassable for emergency workers. LGS was contacted by the Counties EOC asking if we knew how to help in this dire situation. Since all communication was cut off between the EOC and Long Beach, there was no way to assess needs. Within two hours LGS implemented our emergency clearing plan and mobilized twenty-five heavy equipment clearing crews. With the assistance of an emergency escort, our crews gained access to the affected city. Our immediate response cleared the city's roads of 120,000 cubic yards of sand and allowed emergency response crews to reach citizens in need. The situation in Long beach was so critical our operations ran 24 hours a day for several weeks.

LGS assisted the city with other needs such as:

- The removal and disposal of over 260,000 cubic yards of C&D that was generated as a result of buildings flooded by the storm surge.
- LGS worked with the EPA and NYDEC to make sure all debris removal (sand and C&D) was done within the guidelines of all regulatory agencies. LGS made certain that all permits were secured and in place.

Meeting Operational Challenges

- No Available Temporary Debris Site:

  Long Beach Island had no suitable location to set up a temporary debris site to accept the 260,000 yards of construction debris produced from flooded homes and buildings. Looks Great Services

identified a suitable location 4 miles out of the city's limit and secured the necessary license and permits on behalf of the city. Once secured and opened, the site became the base of operation for the recover mission for not only our operation but also for the US EPA.





- C&D debris contained co-mingled waste streams:

  LGS determined that the C&D material contained Household Hazardous Waste (HHW) that required segregation, containment, and packaging by classification. To address this need, LGS worked with the US EPA and implemented operations that included curb side segregation and pick up of HHW, municipal waste, and C&D debris. Additional hazardous wasted segregation crews worked at the debris site removing and processing contaminated material. LGS successfully removed 30,000lbs of HHW because of our segregation operation.

- Removal, cleaning, testing and placement of sand:

  The city of Long Beach was buried in sand from a foot storm surge. Every home and building experienced substantial flooding and sand displacement. Thousands of yards of sand were removed from the basements of buildings and placed in the streets by residents for pick up. This posed a unique challenge to LGS since the sand needed to be processed and tested before it could be relocated. We implemented our Beach Sand Recovery Plan that was reviewed and accepted by the New York State Department of Environmental Conservation Agency as an acceptable method. LGS secured state issued permits to commence sand screening and testing. 195,000CY of sand was recovered from the streets, rights-of-way, and private property. The sand was cleaned, tested and placed back on the beach as emergency protective berm.





Local Small Business Subcontracting Efforts

Looks Great Services performed over $17,000,000 in recovery work for the City of Long Beach. Operations took place over a six-month period and all work performed was completed by small business companies.

2012 – Hurricane Sandy



Nickerson Beach Park – C&D TDSRS



TDSRS Site Plan

Location:	Nassau County, NY
Date:	October 2012
Revenue:	$62,000,000
Client:	Nassau County, NY Department of Public Works
Contact:	John Gallo Superintendent of Highways 170 Cantiague Rock Road Hicksville, NY 11801



Nickerson Beach Park – TDSRS

Executing requirements

In preparation for Hurricane Sandy, the Nassau County Department of Public Works activated its pre-existing debris management contract with Looks Great Services, Inc. (LGS). Once activated, LGS mobilized 70 clearing crews with equipment and 210 personnel which were prepositioned throughout Nassau County. All crews were staged for response before Hurricane Sandy made landfall. To meet the substantial mobilization request of the county, LGS utilized its relationships, reputation and financial stability to secure assets to quickly respond to the needs of the county.

LGS relationships with national companies such as Weeks Marine, Bergeron Emergency Services, BMI, Hertz Equipment Rental, and many others, have proven to be reliable sources that can be called upon during widespread disaster events such as Hurricane Sandy. LGS also has strong ties with small companies, such as us, including La May and Sons, Edgewood Industries, DLI, Stoney Creek Industries, Medek Tree Service, Michael's Tree Service, and H2 Construction, LLC, as well as dozens of other large and small businesses from across the country.

During Hurricane Sandy recovery operations for Nassau County, LGS operated and managed 11 separate TDSRS'. The majority of TDSRS processed, reduced, and disposed the following:

- 657,000 cubic yards of vegetative debris.
- 260,000 cubic yards of C&D debris.
- Hundreds of abandoned vehicles were processed at three aggregation sites.
- Processed hundreds of tons of Hazardous Waste including sewage, and HHW.
- Collected, and processed thousands of white goods and e-Waste.

In response to widespread flood damage, Looks Great Services deployed teams of trained Hazardous Waste Specialists within the county to properly segregate, containerize and dispose of Household Hazardous Waste in compliance with local and federal safety, health and environmental regulations and standards. Proper personal protective equipment, environmental protection measures, cross-contamination prevention practices, and environmental monitoring (i.e.: continual air monitoring) were adhered to following LGS's written Environmental Protection Plan and LGS Site Specific Health and Safety Plan which were approved by the NY Department of Environmental Conservation, US EPA and OSHA.

LGS' dedicated staff gained additional experience in large scale disaster recovery projects in the aftermath of Hurricane Sandy. As part of our operations with Nassau County, NY, we provided Construction and Demolition (C&D) material removal for the Villages of Bay Park, Oceanside, Baldwin, Atlantic Beach, East Atlantic Beach, Lido Beach, Point Lookout, and the City of Long Beach. The C&D collected was removed from Long Island by our barging operations and relocated to an approved landfill near Albany, NY, over 170 miles away. We worked closely with the New York State Department of Environmental Conservation, US EPA, and the US Coast Guard compliance officers to meet all state and federal transportation and disposal requirements.

Looks Great Services' barging operation included quality control measures such as air and water quality testing, and the deployment of small boats, booms, and other containment systems to monitor waterways and prevent contamination of the fragile estuaries. As a result of our actions, all waterways and the surrounding fragile ecosystems were protected.

LGS managed all FEMA eligible vegetative debris removal from within Nassau County, NY. LGS provided collection, staging, reduction, and final disposal services. The resulting wood chips were removed from Long Island by barge to approved sites in NJ and PA for beneficial re-use.

Looks Great Services operations resulted in the following completed tasks:

- 1,157,770 CY of vegetative debris hauled, processed, and disposed.
- 10,520 hazardous trees removed.
- 21,275 hazardous limbs removed.
- 10,272 loads of debris hauled.

Meeting operational challenges

- All Long Island landfills were at or near capacity:

  One week into the recovery effort, it became apparent that all Long Island landfills had become overwhelmed by the number of debris generated by Hurricane Sandy. One by one the disposal sites began to close. Nassau County requested that LGS find a quick solution to this major problem because the county's reduction sites were quickly reaching capacity and facing closure by state regulators. LGS presented the county with multiple options including trucking, rail transportation and barging. The county made the determination after verification of LGS' data, that barging was the most efficient and cost-effective solution. An additional benefit of barging was the reduction of truck haul distances and reduction of the hazard to the public in bypassing high density population areas.

- Household hazardous waste extensively comingled:

  The storm surge from Hurricane Sandy created a devastating effect to the south shore of Nassau County. Water levels reached from two to four miles inland, flooding many homes and businesses. The county's need to establish a large C&D debris TDSRS centrally located to the devastation, was identified immediately after the storm surge subsided. Although the county had a debris management plan in place, it did not include handling and processing commingled construction

debris, nor household hazardous waste. LGS provided collection of C&D materials, providing segregation of household hazardous waste, white goods, and e-waste. Looks Great Services initiated our Hurricane Sandy Response and Recovery Plan. This plan established the parameters for handling comingled waste streams and was approved by the NYS DEC. We initiated curbside and TDSRS segregation of commingled materials. As a result of our efforts the C&D TDSRS successfully processed 10,000 to 15,000 CY of debris per day without any interruption or delay of operations. One of the most critical challenges was the fact that Nickerson Beach Park, the location of the TDSRS for C&D and HHW, is immediately adjacent to the beach on the Atlantic Ocean. LGS successfully implemented environmental protection measures that prevented contamination of this critical and fragile environment to the praise of the NYS DEC, and US EPA, who were co-located at the site with LGS.

- Debris streams contaminated with raw sewage:

  Hurricane Sandy flooding caused a power outage for Nassau County's Bay Park Sewage Treatment facility. This plant processes 40% of the county's sewage, averaging 72 million gallons per day. Raw sewage overflowed the plant and flooded entire neighborhoods up to three feet deep. The county relied on LGS to immediately respond by providing biohazard decontamination and clean-up crews. LGS provided complete biohazard management with appropriate hauling, processing, and disposal measures incorporated in accordance with state and Federal regulations.

- Extreme safety hazards:

  The population density in Nassau County is 4,600 people per square mile. The volume of people and traffic exposed to LGS operations on a daily basis posed a unique challenge. Crews were limited by the government to roadways that generally see high volumes of traffic and were unable to utilize parkways due to height limitations and restrictions. Debris crews were assigned additional traffic control personnel and equipment above the normal requirement levels to protect the public during debris removal operations.

- Limited open space in urban area, limiting large TDSRS':

  Population density created debris site availability challenges. Lack of open space prompted LGS to consider a smaller TDSRS'. The production goal set by LGS was to collect 20,000 cubic yards of vegetative debris per day. As a result, many smaller TDSRS' were established across the county. Logistically the use of many sites multiplied the need for additional assets such as personnel, management, equipment, and quality control measures. Looks Great Services met this need by providing the additional assets and personnel as required. At the height of operations, LGS crews were collecting 32,000 CY of debris per day, 60% above our own self-imposed goal. LGS opened, managed, and successfully closed out 11 sites within the boundaries of Nassau County.

Local small business subcontracting efforts

For Hurricane Sandy, LGS again relied heavily on our small business debris management contacts to assist us in contract performance for Nassau County. Eighty percent (80%) of our subcontractors were small business concerns, with the majority coming from the declared area.

2018 – Hurricane Maria

Location:	West Zone
Date:	December 2017
Revenue:	$39,000,000
Client:	Puerto Rico Department of Transportation and Public Works
Contact:	Elias Tirado Huertas Director Apartado 41269 San Juan, PR 00940-1269



Crews Mobilizing in Puerto Rico

Executing Requirements

LGS was tasked with Hazardous Tree Removal and Hazardous Limb Removal and Right of Way (ROW) loading and hauling of vegetative debris generated by Hurricane Maria. In addition, LGS managed and operated five DMS and three FDS for the project.

- Positioned crews to perform emergency road clearance immediately after NTP.
- This was a post-disaster contract competitively bid and awarded.
- LGS mobilized 60+ road clearance crews and debris consolidation crews.
- All work performed on a time and material basis and unit price per direction of client.
- Performed Hazardous Tree Removals on 8,091 trees.
- Trimmed 59,580 Hazardous Limbs.
- Removed, processed, and disposed of over 319,320 CY of vegetative debris.



Tree Removal

Meeting operational challenges

- Access to areas in Puerto Rico closed, preventing mobilization:

  LGS worked with DTOP to open roads and ROW that had been closed to the public. Our actions allowed much needed crews and assets to access Puerto Rico to expand our capabilities. LGS also relied on its experienced crews in navigating the isolated terrain and one-lane mountain passes with equipment to coordinate the cleanup of mudslides and hazardous trees.

- Multi-jurisdictional coordination:

  Puerto Rico's West Zone is a mix of suburban and rural areas covering more than 700 square miles. The population from the 2018 census was estimated at 554,142. Under the disaster declaration, DTOP is the lead agency for the 15 municipalities located within Zone 4. After Hurricane Maria, DTOP relied upon Looks Great Services to successfully execute their debris management plan. The challenge encountered was coordinating with 15 municipalities and a multitude of incorporated governments to enable debris removal to operate smoothly and in an orderly fashion. Many of these agencies were facing an unprecedented and unplanned community issue. By implementing LGS' established and proven plans and utilizing LGS' experienced managers to advise, guide and help these agencies, LGS successfully enabled these governments to assist their communities in an expedited and coordinated manner.

Local small business subcontracting efforts

Looks Great Services' commitment to small business subcontracting partners resulted in 70% of the work being performed by local companies. 100% of the work was completed by small business concerns.

References

Customer Name: City of Rogers, Arkansas	Email: jturner@rogersar.gov
Contact: Jennifer Turner, Grant Administrator	Phone No.: 479-631-2767
Address: 301 W Chestnut Rogers, AR 72756	Fax: N/A Contract Value: $13,762,133.82
Scope of Work: Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: May 2024 – October 2024 Length of Service: 6 Months

Customer Name: Benton County, Arkansas	Email: deborah.l.fischer@bentoncountyar.gov
Contact: Deborah Fischer, County Comptroller	Phone No.: 479-271-5767
Address: 215 E Central Avenue Bentonville, AR 72712	Fax: N/A Contract Value: $12,150,644.98
Scope of Work: Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: May 2024 – October 2024 Length of Service: 6 Months

Customer Name: City of Wynne, Arkansas	Email: jhobbs@cityofwynne.com
Contact: Jennifer Hobbs - Mayor	Phone No.: 870-238-0027
Address: 206 S Falls Blvd Wynne, AR 72396	Fax: N/A Contract Value: $3,879,062.85
Scope of Work: EF-3 Tornado Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: April 2023 – June 2023 Length of Service: 2 Months

Customer Name: Toombs County, Georgia	Email: jjones.toombsco@bellsouth.net
Contact: John Jones, County Administrator	Phone No.: 912-526-3311
Address: PO Box 112 Lyons, GA 30436	Fax: N/A Contract Value: $33,869,091.82
Scope of Work: Hurricane Helene Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: September 2024 – Present Length of Service: 5 Months

Customer Name: Jefferson County Board of Supervisors	Email: brendatbuck@jeffersoncountyms.org
Contact: Brenda Buck – County Administrator	Phone No.: 601-786-3142
Address: 1483 Main Street Fayette, MS 39069	Fax: 601-786-0213 Contract Value: $1,936,062
Scope of Work: Ice Storm Debris Reduction and Removal, Hazardous Tree and Limb Removal, Reporting and Documentation of Debris Cleanup, Subcontractor Management	Date: August 2021 – January 2022 Length of Service: 5 Months

Letters of Recommendation

FSU | EMERGENCY MANAGEMENT

June 28, 2024

To Whom It May Concern,

On Friday, May 10, 2024 Florida State University in Tallahassee was impacted by an unprecedented EF2 tornado causing significant damage to its main and southwest campuses. The damage that resulted exceeded any of the University's recent past hurricane events. Trees and light poles were toppled, roofs sustained damages, there were several instances of water intrusion, Dick Howser Stadium's fence and scoreboard were damaged, and the Haskin Circus Complex tent was destroyed. FSU Facilities estimated this event generated 100,000 cubic yards of debris.

Looks Great Services was awarded the bid for emergency debris removal and disposal before the 2023 Atlantic Hurricane season. They were contacted by the FSU Emergency Management team soon after campus assessments were completed in the mid-morning hours and their crews began arriving on scene by the early evening. They began working in collaboration with the FSU Facilities department and the University's debris monitor immediately and continued operations through June 17th.

Because of Looks Great Services, FSU was able to re-open campus on Monday May 13th with roads clear of debris and dangerous leaning trees removed. The clean-up process continued at a steady pace for several more weeks as they worked to ensure that debris operations were conducted appropriately to ensure our Public Assistance reimbursement.

We were extremely satisfied with the services provided by Looks Great Services of Mississippi and would recommend them to any organization requiring their services.

[redacted]
Curtis Summerlin, Director

296 Champions Way, Suite C3306 Florida State University, Tallahassee, FL 32306
Telephone 850.644.9111 • www.emergency.fsu.edu

Jasper County EMA

Emergency Management / Fire Coordinator / Homeland Security / E9-1-1

To whom it may concern,

On June 19th, 2023; the Louin area of Jasper County was struck by an EF-3 Tornado causing widespread damage to structures, properties and utilities; even widespread debris in roadways and road right-of-ways. 18 citizens were injured and we had 1 fatality.

Immediately following the destruction, Looks Great Services was in contact with us to check on us and let us know they were ready to assist with restoration and clean up. They offered answers to any questions we had on the debris removal process and the reimbursement process. We have used Looks Great Services in the past, during the Easter Tornadoes of 2020 in the Moss, Stringer, and Heidelberg Communities. We were very pleased with their work then and knew that we would be pleased working with them again. We have utmost confidence in this company that they have our best interests in mind while performing the work to ensure that we will receive our Federal Assistance Reimbursement.

Upon awarding the bid to Looks Great Services, they almost immediately had boots and equipment on site ready to start the clean-up process. Looks Great Services has a lot of experience and expertise that greatly benefited our county in the clean-up process. They have a lot of knowledge in State and Federal regulations that aided in a timely and efficient manner; at the same time, ensuring that we were maintaining FEMA compliance.

The tornado that struck our county created stressful times for us and the affected citizens, as it would for any county that suffers a tornado. We were in good hands having Looks Great Services in our County. They are more than competent, fast and professional to meet every need of the County.

In closing, we are extremely satisfied with the services provided by Looks Great Services of Mississippi. Having them work alongside us for every step of the clean-up made the whole process quick and stress-free as possible. I highly recommend Looks Great Services to any County seeking the services they offer, you will not be disappointed.

Sincerely,

[redacted]

Hudson Jenkins, Director
Jasper County Emergency Management

Hudson Jenkins, Director
P.O. Box 1106
37 D West 8th Ave.
Bay Springs, MS
39422

Office: (601) 764-3800
Fax: (601) 764-2035
hjenkins@co.jasper.ms.us
civildefense@co.jasper.ms.us

County Administration and Planning
JEFFERSON COUNTY

POST OFFICE BOX 145
FAYETTE, MISSISSIPPI 39069

Telephone: (601) 786-3420 (601) 786-3142
Facsimile: (601) 786-0213

January 4, 2024

To Whom It May Concern,

I am writing to wholeheartedly recommend Looks Great Services of MS, Inc. for disaster response, debris removal, and hazardous tree removal services. Having had the pleasure of collaborating with Looks Great Services of MS, Inc. after a severe ice storm, I am confident in their ability to deliver exceptional results in the field of disaster recovery.

Looks Great Services of MS, Inc. has consistently demonstrated an unwavering commitment to providing outstanding customer service. Their dedication to client satisfaction is evident in every aspect of their work, from the initial assessment of the disaster site to the completion of debris removal and hazardous tree removal. Their team is not only highly skilled and professional but also compassionate and understanding, recognizing the unique challenges that individuals and communities face in the aftermath of a disaster.

One of the standout qualities of Looks Great Services of MS, Inc. is their extensive knowledge of FEMA procedures and protocols. Their expertise in navigating the complexities of FEMA requirements ensures that all aspects of the disaster response and recovery process are handled efficiently and in compliance with federal guidelines. This knowledge is crucial in expediting the reimbursement process for affected communities as ours with limited staff capacity.

Looks Great Services of MS, Inc. has consistently proven its capability to handle debris removal with the utmost efficiency and safety. Their well-trained personnel and state-of-the-art equipment enable them to address the challenges associated with debris removal in an expedited manner. In addition, they ensure there is daily reporting, so we were aware of every step in the process of getting the job done.

From my perspective as a County Administrator, one of the unique qualities that truly put them as a five star was Looks Great Services of MS, Inc. proactive approach in assisting clients with FEMA reimbursement.. They not only understand the intricate details of the reimbursement process, but they also go the extra mile to guide clients through the necessary steps, ensuring that they receive the financial support they are entitled to in the aftermath of a disaster. Their dedication and

teamwork has allowed me to overcome many of red tape barriers as a small county that would have been impossible without them.

In conclusion, it is without reservation that I recommend Looks Great Services of MS, Inc. for disaster response, debris removal, and hazardous tree removal services. Their exceptional customer service, FEMA knowledge, and dedication to assisting communities in securing reimbursement make them an invaluable partner in any disaster recovery effort. If further justification is needed, please feel free to contact me at (601) 786-1285.

[redacted]

Brenda T. Buck
County Administrator

BOARD OF SUPERVISORS

PANOLA COUNTY, MISSISSIPPI

SUPERVISORS
District 1- James Birge, Vice- President
District 2- Earl Burdette
District 3- John Thomas
District 4- Chad Weaver
District 5- Cole Flint, President
C. Gaines Baker, Attorney
Kate Victor, County Administrator

BOARD MEETS
1st Monday at Sardis
2nd Monday at Batesville

June 30, 2023

To Whom It May Concern:

Panola County recently retained the service of Looks Great Services of MS, Inc., to assist with debris hauling and debris removal resulting from the March 24th, 2023 tornados. We were very pleased with the services they provided to Panola County. The Looks Great Services team completed the project in a very timely and efficient manner. Due to the assistance of Looks Great Services, we were able to clean up the storm debris in our County in a matter of weeks versus the months it would normally have taken us to clean it up ourselves. Instead, our employees were able to continue seeing to the County's needs. Looks Great also assisted with streamlining the process for our FEMA/MEMA grant which was very helpful.

All in all, Panola County was very satisfied with the work performed by Looks Great Services of MS, Inc. and we intend to utilize their services in the future.

Sincerely,

[redacted]

Kate Victor
Panola County Administrator
P.O. Box 807
Batesville, MS 38606
(662) 563-6200 Telephone
(662) 563-6237 Facsimile
kvictor@panolacoms.com

City of Princeton, Kentucky

CITY HALL
206 E. MARKET STREET
PRINCETON, KY 42445

(270) 365-9575 PHONE
(270) 365-4661 FAX

June 28, 2024

To Whom it may concern:

On May 26th, our community was hit by a horrible storm. We were hit by straight line winds and a tornado. We had considerable damage that had to be dealt with. On June 17th, we awarded our cleanup to Looks Great Services of MS, Inc. I highly recommend them. My main points of contact were Mike Knowles and Bob Hunt. They finished the project sooner than expected. They handled the project with no issues. I received daily updates, and their communication was great. When your community is in need, Looks Great Services is a partner you want. I will without hesitation use Looks Great Services again. Please feel free to contact me with any questions at 270-625-9556.

Sincerely,

[redacted]

Mayor Block Thomas

EDWARD P. MANGANO
COUNTY EXECUTIVE

SHILA SHAH-GAVNOUDIAS, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

Kristian Agoglia
Looks Great Services, Inc.
7 Lawrence Hill Rd.
Huntington, N.Y. 11743

September 24, 2013

Dear Kristian:

I would like to take this opportunity to commend both you and Looks Great Services for all your diligence and commitment during Hurricane Irene and Hurricane Sandy. Your excellent work and results during Hurricane Irene prompted us to reach out for your services in assisting Nassau County during the massive clean-up efforts of Hurricane Sandy.

Your tireless work ethics coupled with your knowledge in working with the various federal agencies directly contributed to the success of Nassau County's recovery operations. As the magnitude of our recovery operation continued to expand you were able to gather the necessary logistical manpower and equipment to complete the clean-up in a timely fashion.

You worked seamlessly with our senior staff and were available virtually 24/7. You responded to major issues with incisive thinking and common sense recommendations and, as such, became a valued member of the County's management team. From all of us at the Nassau County Public Works and on behalf of the residents of Nassau County we extend our deepest gratitude to you and your company for all its assistance.

My Best Regards,

[redacted]

Richard Millet
Deputy Commissioner Public Works.

Summary of Litigations & Legal Statements

Statement of Lawsuits

This Statement is to confirm that Looks Great Services of MS, Inc. is not currently involved in any lawsuits and has not been involved in any lawsuits in the past fourteen (14) years in which LGS has been sued or was sued by any contractor's clients. Also, there are not any judgements, claims, or audits pending or outstanding against Looks Great Services of MS, Inc. LGS confirms that there are not currently any litigations or arbitrations involving any public entity for any amount and have not been in any in the past fourteen (14) years.

This Statement is to confirm that Looks Great Services of MS, Inc. does not currently have any employee involved as a plaintiff or defendant in any proceeding involving or arising out of such services in the past fourteen (14) years. Also, there are not any judgements, claims, or audits pending or outstanding against any employees of Looks Great Services of MS, Inc.

Statement of Cancelations

This Statement is to confirm that Looks Great Services of MS, Inc. has not had a contract canceled within the past fourteen (14) years.

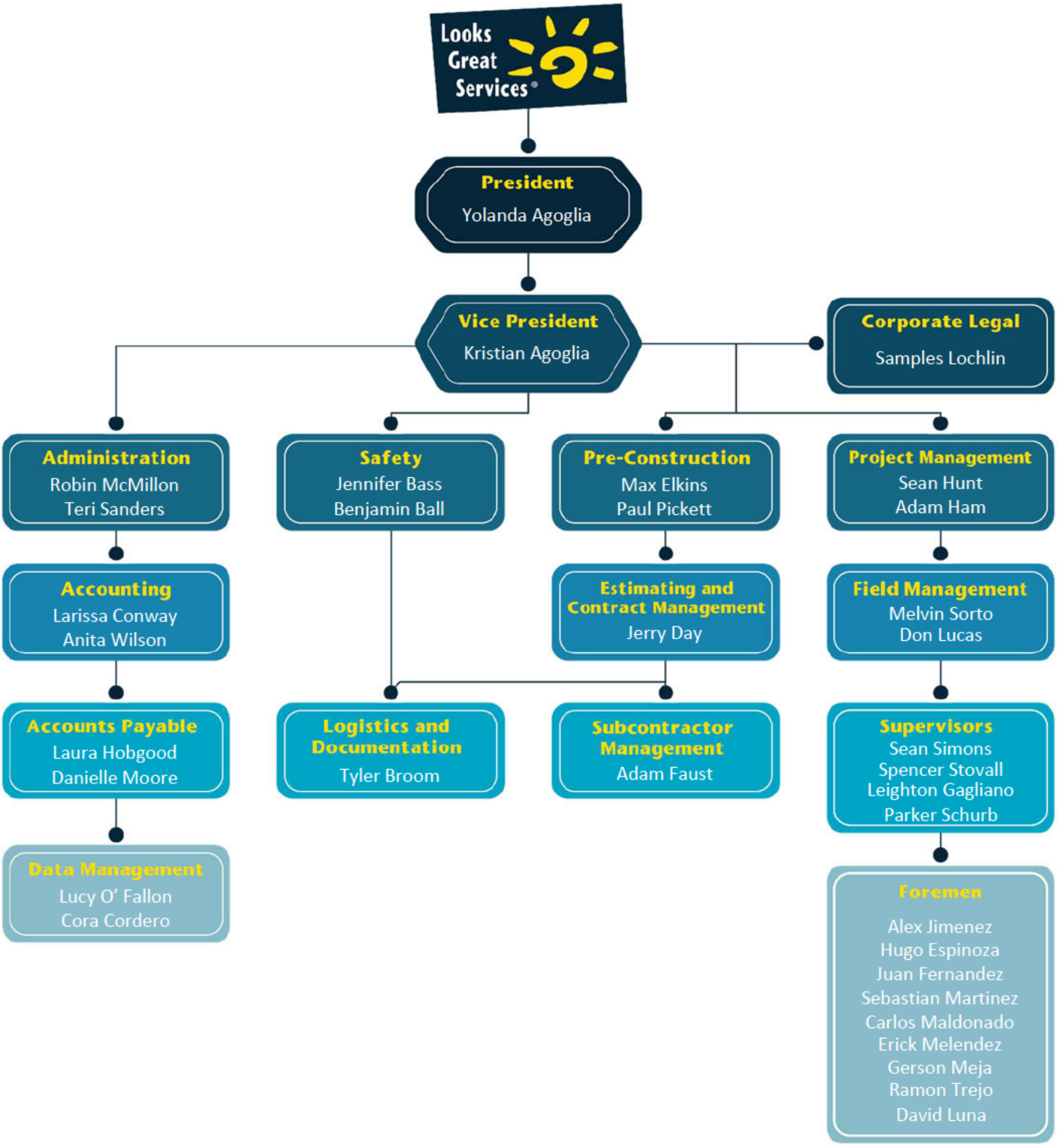
Conflicts of Interest

Looks Great Services of MS, Inc., nor any of its employees thereof, certifies that it does not have any conflict(s) of interest, either direct or indirect, in connection with the services sought herein pursuant to Federal or State Law.

License Sanctions

Looks Great Services of MS, Inc., nor any of its employees thereof, certifies that it does not have any regulatory or agency license sanctions, either direct or indirect, in connection with the services sought.

Organizational Chart



Resumes

Yolanda Agoglia

Professional Experience

November 2010 – Present — Looks Great Services of MS, Inc.
President

Formed Looks Great Services of MS, Inc. as majority owner and President. Since inception, participated daily in operations, lead management and administrative duties, and insured the standards of performance established are continually met by personnel.

August 2010 – Present — Looks Great Services, Inc.
Secretary/Treasurer/Financial Manager

Married and moved to New York. Became the Secretary-Treasurer/Financial Manager for Looks Great Services, Inc. Lead office management and administrative duties. Was actively involved in data reconciliation, accounts receivable, and accounts payable during Sandy in 2012-2013.

August 2008 – August 2010 — Jones Companies
Chief Administrative Officer

Managed office personnel and all administrative activities for three office locations housing seventeen Jones companies with the main operating companies being Jones Lumber Company, Dixie Mat Manufacturing, Jones Concrete, Jones Ready Mix, FiberVision, J B Transport, and Jones Brothers Trucking

1991 – August 2008 — T.L. Wallace Construction, Inc.
Job Cost Administrator/AP & Purchasing Manager

Job cost accounting/budget maintenance - exported/imported/created/maintained job budgets in accounting software. Maintained/balanced revenue vs. cost, change orders, addendums, and supplemental agreements. Trained engineers and estimators to enter production quantities for each cost item and assisted with reporting. Accounts payable and hired truck payroll – weekly - included net 10 vendor accounts, expense reimbursements, contract laborers, credit cards, medical bills, fleet fuel card management, bulk fuel accounts, contribution/sponsorships, and lodging payables. 1099 processing and filing electronically to IRS and state. Excel and Word software - form designing and spreadsheet building. Trained estimating and accounting department on the company's software. Estimating software - worked with support people to merge their technology with accounting software. Equipment management, maintenance, and reporting. Accounts receivable - progress billing, review paid-to-date units vs. production units. Time/billing. Document manager - implemented electronic documentation for all departments. Supply purchasing - oversaw an assistant to aid in this area. Payroll processing - oversaw coding of timesheets for proper labor cost accrual. Hurricane Katrina debris cleanup paperwork manager - payables and billings - worked directly with engineers for the MDOT and local city officials and worked indirectly with FEMA procedures. Responsible for organizing this effort and overseeing when audited by MEMA and FEMA. Implemented electronic purchase orders to be utilized by the shop, field, and office.

Certifications

MS State Art Educator License
Attended Seminars for the following: Business Development, Leadership, & Explorer Accounting Software

Education

UNIVERSITY OF SOUTHERN MISSISSIPPI - Hattiesburg, MS - Bachelor of Fine Arts – 1999

Kristian Agoglia

Professional Experience

November 2010 - Present — Looks Great Services of MS, Inc. Vice President

Helped form Looks Great Services of MS, Inc. and participate daily in operations, lead management and procurement duties, and ensure the standards of performance established are continually met by personnel. Has been involved in more than 110 disaster projects since 2002, including simultaneously managing 10+ projects at one time during Sandy in 2012-2013, 5 contracts in 2017 during Hurricane Irma, 6 contracts in 2017 after a string of Mississippi tornadoes, and 11 contracts in 2020 after a tornado/straight-line wind outbreak.

1999 - Present — Looks Great Services, Inc.
CEO

Since inception, as owner and CEO of LGS, participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel.

1990 - 1999 — T&K Landscaping
Company Partner

Started a small landscaping and lawn maintenance business during high school years. Expanded into tree pruning, maintenance, and removal. Grew business steadily during the successful pursuit of bachelor's and master's degrees.

Certifications

ISA Certified Arborist
ISA Certified Utility Arborist
Specialist TCIA Certified Safety
Professional EHAP Training
Certified
OSHA 10 Certification

Education

REGENT UNIVERSITY – Virginia Beach, VA – Master of Divinity – 1999

LIBERTY UNIVERSITY – Lynchburg, VA – Bachelor of Science – 1996

Sean Hunt

Professional Experience

April 2022 - Present — Looks Great Services of MS, Inc.
Executive Vice President/Project Manager

Oversees all facets of Looks Great Services' Emergency Response Division. Coordinates, delegates, and manages the entire life cycle – from procurement to active project closeout to ensure they are on time, within budget, and performed according to specifications. Has successfully completed over 70 disaster debris related contracts since starting with Looks Great Services in 2022. Currently overseeing 9 active disaster debris removal and disposal projects in response to Hurricane Helene and Hurricane Milton, ensuring projects meet timelines, budgets, and specifications in accordance with FEMA rules and guidelines.

2004 - 2022 — Michael's Tree and Loader Service, LLC
CFO/Vice President

Participated daily in operations, lead management and administrative duties, and ensured the standards of performance established are continually met by personnel. Managed 48 FEMA events including managing crews on multiple, simultaneous events, including 3 parishes during Hurricane Katrina, 3 cities in Connecticut in 2011 and crews on 5 contracts during Hurricane Sandy in 2012-2013. Exceedingly well versed in FEMA rules and guidelines.

Certifications

ISA Certified Arborist
FEMA Debris Management

Education

CHRISTIAN BROTHERS UNIVERSITY – Memphis, TN – B.S. in Science in Biology – 2004

AMERICAN MILITARY UNIVERSTIY – Memphis, TN – M.S. in Emergency and Disaster Management – 2010

Don Lucas

Professional Experience

November 2012 - Present — Looks Great Services of MS, Inc.
Debris Site Manager

Oversee the daily operations for Looks Great Services. Coordinates, delegates, and manages existing projects to ensure they are on time, within budget, and performed according to specifications. Specialized in logistics of material hauled onto and away from dump sites on a production-oriented schedule, and material reduction in Hurricane Sandy. Ensured proper size control and safety of handled material with management of full-scale equipment operations during Hurricane Sandy. Oversaw multiple dump sites after Hurricane Sandy that totaled over 1.1 million cubic yards of debris. Oversaw storm debris cleanup after the Louisville, MS tornado, Itawamba, MS tornado, and the Tupelo, MS tornado for the Mississippi Department of Transportation. Oversaw multiple dumpsites throughout 5 counties in Mississippi during a 2017 tornado outbreak and again in 2020 during a tornado/straight-line wind outbreak. In 2021, managed debris sites in 3 counties in Alabama after Hurricane Zeta.

2006 – November 2012 — Joe McGee Construction
Company Consultant

Worked in conjunction with Vice President, Senior Engineer and Senior Estimator on bidding proposed projects. Responsible for locating necessary fill material sites for proposed projects. Researched all soils and existing landscapes and structures on all proposed projects. Coordinated scheduling of existing projects to ensure timely completion. Responsible for ensuring all project problems are identified and corrective measures are implemented. Worked alongside Senior Estimator to ensure that job costs do not exceed budgeted amounts. Worked closely with the Senior Engineer to ensure that all projects are being completed according to plans. Experienced in Federal design/build projects, working with government officials to create good relations and project success.

1974 – 2006 — T.L. Wallace Construction Co., Inc.
President

Began early on as a Project Superintendent to eventually become President of the company. Beginning in 1986, responsibilities included overall company management, overseeing of projects, budgets, potential projects, bidding, personnel staffing, and equipment management. Contracted over $140 million worth of heavy highway construction projects under contract at one time with MDOT, ALDOT and LDOT. Managed approximately $800 million worth of construction projects with much of the work being with MDOT. Oversaw individual projects ranging from $1 million to $25 million. Managed a fleet of 150 pieces of heavy equipment. Initiated and coordinated remarkable hauling of dirt for Nissan site to include 78 trucks in two-mile haul and supporting equipment to place and compact dirt. Managed and coordinated Interstate 10 Emergency Bridge Replacement across Pascagoula River after Hurricane Katrina. Project was complete in 21 days, 10 days ahead of schedule.

Certifications

MDOT Storm Water Management Training Course
Hazardous Materials
Certification
Trenching and Excavating
Training
CPR/First Aid/BBP/AED Certified
OSHA 10/OSHA 30 Certification

Education

PEARL RIVER COMMUNITY COLLEGE – Poplarville, MS – A.A. in Mechanics – 1971

Melvin Sorto

Professional Experience

November 2001 - Present — Looks Great Services, Inc.
Field Operation Manager

Began as an equipment operator from 2001-2004. Operated stump grinder, wheel loader, chip truck, whole tree chipper, and grapple truck. In 2004 became foreman and aerial lift operator. Beginning in 2006, became a contract administrator and field operation manager. Responsibilities include overseeing multiple crews across multiple existing jobs, coordinating and hiring crews for existing jobs, managing equipment fleet, pricing proposed contracts, business development, contract negotiations, and scheduling work. Has been involved in managing field crews on more than 100 FEMA contracts since 2002. Successfully lead field operations in 2018 in Puerto Rico after Hurricane Maria.

1998-2001 — Tiff Co, Inc.

Certifications

EHAP Certification
ATSA Certified Instructor
Railroad Worker Certification
First Aid/CPR Certified
OSHA 10 Certification
CDL Class A

Max Elkins

Professional Experience

May 2023 - Present — Looks Great Services of MS, Inc.
Executive Director of Contracting

Serves and oversees the bidding & estimating division to ensure the accuracy and efficiency of all processes, driving the company's success in securing contracts and maximizing profitability. Additionally, involved in the management of the utility division, handling contract negotiations, data collection, job cost accounting, and fostering strong customer relations. Current role extends to overseeing the financial data of 10 utility contracts spanning across the Southeast United States, ensuring meticulous financial management and strategic decision-making to achieve organizational objectives.

January 2022 – May 2023 — HORNE, LLP
Auditor

Responsibilities included performing detailed examinations of financial statements, transaction records, and internal control systems to ensure compliance with regulatory standards and company policies. Actively participated in planning audit procedures, including risk assessment and materiality determination, to tailor a unique approach to each client. Conducted fieldwork, gathering evidence through interviews, observation, and analysis, and documented my findings for review by managers and partners. Additionally, worked closely with clients to address any discrepancies or concerns, providing guidance on improving internal processes and controls.

Education

UNIVERSITY OF SOUTHERN MISSISSIPPI – Hattiesburg, MS – B.S. in Accountancy – 2022

LGS Equipment List

With a fleet of hundreds of trucks and equipment, a staff of over 200 professionals, and four locations in New York, North Carolina, Texas, and Mississippi our vegetation management teams can activate at a moment's notice. Mobile mechanics, housing units, and fueling equipment expedite the process and keep our team operational around-the-clock until the job is complete. No matter what type of equipment the job requires, LGS will have it ready and fully operational.



COUNT	DESCRIPTION	YEAR	MAKE	MODEL	OWNERSHIP
1	BOX TRUCK	2005	FREIGHTLINER	M2	OWNED
2	BOX TRUCK	2007	FREIGHTLINER	M2	OWNED
3	BUCKET TRUCK	2006	STERLING	ACTERRA 4X4	OWNED
4	BUCKET TRUCK	2005	INTERNATIONAL	7300 4X4	OWNED
5	BUCKET TRUCK	2002	GMC	C6500	OWNED
6	BUCKET TRUCK	2003	GMC	C7500	OWNED
7	BUCKET TRUCK	2000	FORD	F-750	OWNED
8	BUCKET TRUCK	2005	STERLING	ACTERRA	OWNED
9	BUCKET TRUCK	2004	FORD	F-750	OWNED
10	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
11	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
12	BUCKET TRUCK	2007	INTERNATIONAL	7300 4X4	OWNED
13	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
14	BUCKET TRUCK	2013	INTERNATIONAL	4300	OWNED
15	BUCKET TRUCK	2005	INTERNATIONAL	7400	OWNED
16	BUCKET TRUCK	2005	INTERNATIONAL	7400	OWNED
17	BUCKET TRUCK	2014	FREIGTHLINER	M2106	OWNED
18	BUCKET TRUCK	2003	GMC	C7500	OWNED
19	BUCKET TRUCK	2014	FREIGHTLINER	M2106	OWNED
20	BUCKET TRUCK	2003	INTERNATIONAL	S30	OWNED
21	BUCKET TRUCK	2006	FORD	F-750	OWNED
22	BUCKET TRUCK	2008	FORD	F-750	OWNED
23	BUCKET TRUCK	2008	FORD	F-750	OWNED
24	BUCKET TRUCK	2005	GMC	C7500	OWNED
25	BUCKET TRUCK	2001	GMC	C7500	OWNED
26	BUCKET TRUCK	2007	INTERNATIONAL	7300 4X4	OWNED
27	BUCKET TRUCK	2008	FORD	F-750	OWNED
28	BUCKET TRUCK	2004	INTERNATIONAL	7300 4X4	OWNED
29	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
30	BUCKET TRUCK	2011	INTERNATIONAL	4300	OWNED
31	BUCKET TRUCK	2006	FORD	F-750	OWNED
32	BUCKET TRUCK	2006	INTERNATIONAL	7300	OWNED
33	BUCKET TRUCK	2007	FORD	F-750	OWNED
34	BUCKET TRUCK	2007	FORD	F-750 4X4	OWNED

35	BUCKET TRUCK	2005	GMC	C7500	OWNED
36	BUCKET TRUCK	2008	FORD	F-750 4X4	OWNED
37	BUCKET TRUCK	2005	FORD	F-750 4X4	OWNED
38	BUCKET TRUCK	2006	FORD	F-750	OWNED
39	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
40	BUCKET TRUCK	2007	FORD	F-750 4X4	OWNED
41	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
42	BUCKET TRUCK	2003	GMC	C7500	OWNED
43	BUCKET TRUCK	2005	GMC	C7500	OWNED
44	BUCKET TRUCK	2007	FORD	F-750	OWNED
45	BUCKET TRUCK	2004	INTERNATIONAL	4300	OWNED
46	BUCKET TRUCK	2001	FORD	F-750	OWNED
47	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
48	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
49	BUCKET TRUCK	2006	FORD	F-650	OWNED
50	BUCKET TRUCK	2003	INTERNATIONAL	4200	OWNED
51	BUCKET TRUCK	2005	INTERNATIONAL	7300 4X4	OWNED
52	BUCKET TRUCK	2011	FREIGHTLINER	M2106 4X4	OWNED
53	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
54	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
55	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
56	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
57	BUCKET TRUCK	2003	STERLING	ACTERRA	OWNED
58	BUCKET TRUCK	2006	INTERNATIONAL	4300	OWNED
59	BUCKET TRUCK	2007	INTERNATIONAL	4300	OWNED
60	BUCKET TRUCK	2005	FORD	F750 4X4	OWNED
61	BUCKET TRUCK	2006	GMC	C7500	OWNED
62	BUCKET TRUCK	2009	INTERNATIONAL	7300 4X4	OWNED
63	BUCKET TRUCK	2009	INTERNATIONAL	4300 4X2	OWNED
64	BUCKET TRUCK	2008	INTERNATIONAL	4300	OWNED
65	BUCKET TRUCK	2007	FORD	F750	OWNED
66	BUCKET TRUCK	2007	FORD	F750	OWNED
67	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
68	BUCKET TRUCK	2005	INTERNATIONAL	4300	OWNED
69	BUCKET TRUCK	2007	INTERNATIONAL	5600	OWNED
70	BUCKET TRUCK	2011	FORD	F750	OWNED
71	BUCKET TRUCK	2006	FORD	F650	OWNED
72	BUCKET TRUCK	2006	FORD	F650	OWNED
73	BUCKET TRUCK	2009	INTERNATIONAL	4300	OWNED
74	BUCKET TRUCK	2012	FORD	F750	OWNED
75	BUCKET TRUCK	2007	INTERNATIONAL	7300	OWNED
76	BUCKET TRUCK	2022	INTERNATIONAL	HV507 SFA 4X4	OWNED
77	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
78	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
79	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
80	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
81	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
82	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
83	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
84	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
85	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
86	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
87	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
88	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
89	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
90	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
91	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED

92	BUCKET TRUCK	2023	FREIGHTLINER	M2106 4X2	OWNED
93	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
94	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
95	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
96	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
97	BUCKET TRUCK	2021	FREIGHTLINER	M2106	OWNED
98	CHIP TRUCK	1999	STERLING	L-SERIES	OWNED
99	CHIP TRUCK	2000	FORD	F650	OWNED
100	CHIP TRUCK	2004	STERLING	L-SERIES	OWNED
101	CHIP TRUCK	2001	CHEVY	C-7500	OWNED
102	CHIP TRUCK	1995	INTL	4700	OWNED
103	CHIP TRUCK	2000	FORD	F450	OWNED
104	CHIP TRUCK	1999	INTL	4700	OWNED
105	CHIP TRUCK	2000	INTL	4700	OWNED
106	CHIP TRUCK	1999	INTL	4700	OWNED
107	CHIP TRUCK	2003	FORD	F550	OWNED
108	CHIP TRUCK	2011	CHEVY	3500HD	OWNED
109	CHIP TRUCK	2009	CHEVY	3500HD	OWNED
110	CHIP TRUCK	2005	INTL	4200	OWNED
111	CHIP TRUCK	2005	GMC	C5500	OWNED
112	CHIP TRUCK	2004	GMC	C5500	OWNED
113	CHIP TRUCK	2005	GMC	C5500	OWNED
114	CHIP TRUCK	2007	FORD	F550	OWNED
115	CHIP TRUCK	2006	GMC	6500	OWNED
116	CHIP TRUCK	2006	FORD	F350 4X4	OWNED
117	CHIP TRUCK	2006	GMC	C5500	OWNED
118	CHIP TRUCK	2011	FORD	F550 4X4	OWNED
119	CHIP TRUCK	2010	FORD	F550 4X4	OWNED
120	CHIP TRUCK	2006	GMC	C8500	OWNED
121	CHIP TRUCK	2006	FORD	F650	OWNED
122	CHIP TRUCK	2003	INT'L	4200 VT365 4X2	OWNED
123	CHIP TRUCK	2011	FORD	F550	OWNED
124	CHIP TRUCK	2012	FORD	F550XL	OWNED
125	CHIP TRUCK	2008	FORD	F550XL	OWNED
126	CHIP TRUCK	2007	FORD	F550	OWNED
127	CHIP TRUCK	2011	FORD	F450XL	OWNED
128	CHIP TRUCK	2011	FORD	F350XL	OWNED
129	CHIP TRUCK	2002	INTERNATIONAL	4700	OWNED
130	CHIP TRUCK	2006	FORD	F650	OWNED
131	CHIP TRUCK	2005	FORD	F650	OWNED
132	CHIP TRUCK	2010	INTERNATIONAL	4300	OWNED
133	CHIP TRUCK	2008	INTERNATIONAL	4300	OWNED
134	CHIP TRUCK	2010	INTERNATIONAL	4300	OWNED
135	CHIP TRUCK	2005	INTERNATIONAL	4200	OWNED
136	CHIP TRUCK	2001	INTERNATIONAL	4700	OWNED
137	CHIP TRUCK	2014	DODGE	5500	OWNED
138	CHIP TRUCK	2014	DODGE	5500	OWNED
139	CHIP TRUCK	2014	DODGE	5500	OWNED
140	CHIP TRUCK	2014	DODGE	5500	OWNED
141	CHIP TRUCK	2014	DODGE	5500	OWNED
142	CHIP TRUCK	2014	DODGE	5500	OWNED
143	CHIP TRUCK	2014	DODGE	5500	OWNED
144	CHIPPER 12"	2003	BRUSH BANDIT	200	OWNED
145	CHIPPER 12"	2004	WOODCHUCK	WC1200	OWNED
146	CHIPPER 12"	2004	ALTEC	DC1217	OWNED
147	CHIPPER 12"	2004	WOODCHUCK	WC1200	OWNED
148	CHIPPER 12"	2004	WOODCHUCK	WC1200	OWNED

149	CHIPPER 12"	2013	ALTEC	CFD1217	OWNED
150	CHIPPER 12"	2013	ALTEC	CFD1217	OWNED
151	CHIPPER 12"	2013	ALTEC	CFD1217	OWNED
152	CHIPPER 12"	2013	ALTEC	CFD1217	OWNED
153	CHIPPER 12"	2004	MORBARK	12B	OWNED
154	CHIPPER 12"	2004	MORBARK	12B	OWNED
155	CHIPPER 12"	2008	ALTEC	CFD1217	OWNED
156	CHIPPER 12"	2009	MORBARK	M12R	OWNED
157	CHIPPER 12"	2006	MORBARK	12B	OWNED
158	CHIPPER 12"	2010	ALTEC	CFD1217	OWNED
159	CHIPPER 12"	2010	ALTEC	CFD1217	OWNED
160	CHIPPER 12"	2012	ALTEC	CFD1217	OWNED
161	CHIPPER 12"	2012	ALTEC	CFD1217	OWNED
162	CHIPPER 12"	2002	MORBARK	2012D-02	OWNED
163	CHIPPER 12"	2010	ALTEC	CFD1217	OWNED
164	CHIPPER 12"	2012	ALTEC	CFD1217	OWNED
165	CHIPPER 12"	2012	ALTEC	CFD1217	OWNED
166	CHIPPER 12"	2011	ALTEC	CFD1217	OWNED
167	CHIPPER 12"	2013	VERMEER	BC1000XL	OWNED
168	CHIPPER 12"	2013	VERMEER	BC1000XL	OWNED
169	CHIPPER 14"	2009	MORBARK	BEEVER M14R	OWNED
170	CHIPPER 15"	2004	BRUSH BANDIT	INTIMIDATOR 1590	OWNED
171	CHIPPER 18"	2012	BRUSH BANDIT	1590XP	OWNED
172	CHIPPER 18"	2003	MORBARK	2400XL	OWNED
173	CHIPPER 18"	2004	MORBARK	2400XL	OWNED
174	CHIPPER 18"	2006	MORBARK	2400XL	OWNED
175	CHIPPER 18"	2007	MORBARK	2400XL	OWNED
176	CHIPPER 18"	2006	MORBARK	18	OWNED
177	CHIPPER 18"	2008	ALTEC	DC1820	OWNED
178	CHIPPER 18"	2008	BRUSH BANDIT	1890XP	OWNED
179	CHIPPER 18"	2008	BRUSH BANDIT	1890XP	OWNED
180	CHIPPER 18"	2005	MORBARK	HURRICANE 18	OWNED
181	CHIPPER 20"	2005	BANDIT	2090	OWNED
182	DUMP TRUCK	2005	GMC	C4500	OWNED
183	DUMP TRUCK	1999	INTERNATIONAL	4700	OWNED
184	DUMP TRUCK	2003	INTERNATIONAL	4300 DEBRIS	OWNED
185	DUMP TRUCK	2002	INTERNATIONAL	4900	OWNED
186	DUMP TRAILER	2006	GREAT LAKES	TR2450DC	OWNED
187	DUMP TRAILER	2006	GREAT LAKES	TR2450DC	OWNED
188	EXCAVATOR	2006	CATERPILLAR	325 CL	OWNED
189	EXCAVATOR	1997	JOHN DEERE	892 ELC	OWNED
190	EXCAVATOR	2015	CATERPILLAR	305	OWNED
191	EXCAVATOR	2019	CATERPILLAR	313	OWNED
192	FORK LIFT	2000	CATERPILLAR	DP40K	OWNED
193	FORK LIFT	1998	CLARK	DPH60PK	OWNED
194	FORK LIFT	2000	KOMATSU	FG30HTLP-12	OWNED
195	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
196	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
197	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
198	GRAPPLE TRUCK	2005	STERLING	LT9513	OWNED
199	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
200	GRAPPLE TRUCK	2006	STERLING	LT9513	OWNED
201	GRAPPLE TRUCK	2007	STERLING	LT9513	OWNED
202	GRAPPLE TRUCK	2005	INTERNATIONAL	4300	OWNED
203	GRAPPLE TRUCK	2005	INTERNATIONAL	7300	OWNED
204	GRAPPLE TRUCK	2009	INTERNATIONAL	7300	OWNED
205	GRAPPLE TRUCK	2006	INTL	7400	OWNED

206	GRAPPLE TRUCK	2012	FREIGHTLINER	M2	OWNED
207	GRAPPLE TRUCK	2007	STERLING	LT9500	OWNED
208	GRAPPLE TRUCK	2009	INTL	7400	OWNED
209	GRAPPLE TRUCK	2021	PETERBILT	567	OWNED
210	GRAPPLE TRUCK	2007	ISUZU		OWNED
211	HYDRO-AX	2005	HYDRO-AX	721E	OWNED
212	HYDRO-AX	2002	HYDRO-AX	721E	OWNED
213	BRUSH CUTTER	2018	KERSHAW	KLEARWAY 500	OWNED
214	BRUSH CUTTER	2003	KERSHAW	KLEARWAY 500	OWNED
215	BRUSH CUTTER	2023	KERSHAW	KLEARWAY 500	OWNED
216	LEAF LOADER	2006	GIANT VAC.	65HD	OWNED
217	LOADER	2005	CATERPILLAR	252B	OWNED
218	LOADER/SKID STEER	2008	BOBCAT	MT55	OWNED
219	LOADER/SKID STEER	2012	CATERPILLAR	299C	OWNED
220	LOADER/SKID STEER	2012	CATERPILLAR	289C	OWNED
221	LOADER/SKID STEER	2021	CAT	289D3	OWNED
222	LOADER/SKID STEER	2021	CAT	299D3	OWNED
223	LOADER/SKID STEER	2021	CAT	289D3	OWNED
224	LOADER/SKID STEER	2022	CAT	299D3	OWNED
225	LOADER/SKID STEER	2022	CAT	259D	OWNED
226	LOG SPLIT	2006	RAYCO	LS2526	OWNED
227	MECHANIC TRUCK	2005	CHEVROLET	C5500	OWNED
228	MECHANIC TRUCK	2007	CHEVROLET	3500HD	OWNED
229	MECHANIC TRUCK	2008	DODGE	D3500	OWNED
230	MECHANIC TRUCK	2012	DODGE	4500HD	OWNED
231	MECHANIC TRUCK	2001	FORD	F-750	OWNED
232	MECHANIC TRUCK	2008	FORD	450XL	OWNED
233	MECHANIC TRUCK	1999	GMC	C7500	OWNED
234	MECHANIC TRUCK	2013	DODGE	RAM 5500	OWNED
235	MECHANIC TRUCK	2015	DODGE	RAM 5500	OWNED
236	MECHANIC TRUCK	2012	DODGE	RAM 5500	OWNED
237	MECHANIC TRUCK	2010	DODGE	RAM 5500 4X4	OWNED
238	MECHANIC TRUCK	2007	FORD	F750	OWNED
239	MECHANIC TRUCK	2017	DODGE	RAM 5500	OWNED
240	MECHANIC TRUCK	2017	FORD	F550XL	OWNED
241	MECHANIC TRUCK	2016	CHEVROLET	SILVERADO 3500HD	OWNED
242	PAY LOADER	1990	CASE	W14C	OWNED
243	PAY LOADER	2003	KOMATSU	WA450-5L	OWNED
244	PICK-UP	2001	FORD	F-450	OWNED
245	PICK-UP	1999	FORD	F-550 BOX TRUCK	OWNED
246	PICK-UP	2000	GMC	C6500	OWNED
247	PICK-UP	2006	CHEVY	SUBURBAN	OWNED
248	PICK-UP	2011	CHEVY	2500HD	OWNED
249	PICK-UP	2012	FORD	F150XL	OWNED
250	PICK-UP	2008	FORD	F150 4X4	OWNED
251	PICK-UP	2005	FORD	F250 4X4	OWNED
252	PICK-UP	2008	DODGE	D1500	OWNED
253	PICK-UP	2008	CHEVROLET	C1500	OWNED
254	PICK-UP	2007	FORD	F150	OWNED
255	PICK-UP	1994	AM GENERAL	M998 HUMVEE	OWNED
256	PICK-UP	2009	FORD RANGER	EXT. CAB	OWNED
257	PICK-UP	2007	CHEVROLET	TAHOE	OWNED
258	PICK-UP	2013	DODGE	RAM 2500	OWNED
259	PICK-UP	2012	DODGE	RAM 2500	OWNED
260	PICK-UP	2008	FORD	F250 XL	OWNED
261	PICK-UP	2008	CHEVROLET	1500 4X4	OWNED
262	PICK-UP	2011	FORD	250XL CREW CAB	OWNED

263	PICK-UP	2004	FORD	EXCURSION 4X4	OWNED
264	PICK-UP	2018	CHEVROLET	TAHOE	OWNED
265	PICK-UP	2018	GMC	2500 CREW	OWNED
266	PICK-UP	2018	GMC	2500 CREW	OWNED
267	PICK-UP	2012	CHEVROLET	1500 SILVERADO CR	OWNED
268	PICK-UP	2008	CHEVROLET	C2500HD	OWNED
269	PICK-UP	2007	CHEVROLET	C2500HD	OWNED
270	PICK-UP	2013	CHEVROLET	K1500 SUBURBAN	OWNED
271	PICK-UP	2015	CHEVROLET	SILVERADO 3500HD	OWNED
272	PICK-UP	2013	CHEVROLET	SILVERADO 2500HD	OWNED
273	PICK-UP	2013	CHEVROLET	SILVERADO 2500HD	OWNED
274	PICK-UP	2012	CHEVROLET	SILVERADO 2500HD	OWNED
275	PICK-UP	2012	CHEVROLET	SILVERADO 2500HD	OWNED
276	PICK-UP	2014	CHEVROLET	K1500 4X4	OWNED
277	PICK-UP	2011	CHEVROLET	2500 4X4	OWNED
278	PICK-UP	2007	FORD	F550 FLATBED	OWNED
279	PICK-UP	2019	GMC	YUKON XL	OWNED
280	PICK-UP	2015	FORD	F250	OWNED
281	PICK-UP	2013	FORD	F250	OWNED
282	PICK-UP	2014	CHEVROLET	1500	OWNED
283	PICK-UP	2014	CHEVROLET	1500	OWNED
284	PICK-UP	2019	GMC	SIERRA 2500	OWNED
285	PICK-UP	2012	CHEVROLET	TAHOE	OWNED
286	PICK-UP	2008	GMC	K2500 4X4	OWNED
287	PICK-UP	2019	CHEVROLET	2500HD	OWNED
288	PICK-UP	2010	FORD	F150XL	OWNED
289	PICK-UP	2021	FORD	F250 SUPER DUTY	OWNED
290	PICK-UP	2021	GMC	YUKON	OWNED
291	PICK-UP	2021	CHEVROLET	TAHOE	OWNED
292	PICK-UP	2015	CHEVROLET	SILVERADO 3500HD	OWNED
293	PICK-UP	2019	CHEVROLET	SILVERADO 2500HD	OWNED
294	PICK-UP	2019	CHEVROLET	SILVERADO 1500	OWNED
295	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
296	PICK-UP	2003	FORD	F150	OWNED
297	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
298	PICK-UP	2019	FORD	F150	OWNED
299	PICK-UP	2021	GMC	SIERRA 1500	OWNED
300	PICK-UP	2021	FORD	F350 SUPER DUTY	OWNED
301	PICK-UP	2016	CHEVROLET	TAHOE	OWNED
302	PICK-UP	2016	CHEVROLET	TAHOE	OWNED
303	PICK-UP	2022	GMC	SIERRA 2500HD	OWNED
304	PICK-UP	2022	GMC	YUKON	OWNED
305	PICK-UP	2021	CHEVROLET	SILVERADO 2500HD	OWNED
306	PICK-UP	2022	DODGE	RAM 3500	OWNED
307	PICK-UP	2022	CHEVROLET	TAHOE	OWNED
308	PICK-UP	2022	GMC	YUKON	OWNED
309	PRESSURE WASHER	2013	EASY KLEEN	MAGNUM 4000	OWNED
310	PRESSURE WASHER	2004	NORTH STAR	GX	OWNED
311	ROLL OFF	2005	STERLING	LT9513	OWNED
312	ROLLBACK	2008	FORD	F-550XL	OWNED
313	ROLLBACK	2001	FREIGHTLINER	M2	OWNED
314	SAND BLASTER	2014	DB1500	DB1500	OWNED
315	SCISSOR LIFT	2001	JLG	33RTS	OWNED
316	SEMI-TRACTOR	2002	PETERBILT	378	OWNED
317	SEMI-TRACTOR	1990	PETERBILT	379	OWNED
318	SEMI-TRACTOR	2006	STERLING	A9500	OWNED
319	SEMI-TRACTOR	2004	PETERBILT	379	OWNED

320	SEMI-TRACTOR	2015	MACK	CHU613	OWNED
321	SHREDDER	2012	KOMPTECH	6000	OWNED
322	SHREDDER	2012	KOMPTECH	5000	OWNED
323	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
324	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
325	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
326	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
327	SIDE BY SIDE	2008	KUBOTA	RTV1100	OWNED
328	SKID SPRAYER	2006	H&H FARM	200GAL	OWNED
329	SKYTRIM	2004	JARRAFF	CRAWLER WD CH	OWNED
330	SKYTRIM	2008	JARRAFF	75'	OWNED
331	SKYTRIM	2008	JARRAFF	75'	OWNED
332	SKYTRIM	2010	JARRAFF	75'	OWNED
333	SKYTRIM	2003	KERSHAW	SKYTRIM 75X	OWNED
334	SKYTRIM	2004	KERSHAW	SKYTRIM 75X	OWNED
335	SKYTRIM	2005	KERSHAW	SKYTRIM 75X	OWNED
336	SKYTRIM	2006	KERSHAW	SKYTRIM 75X	OWNED
337	SKYTRIM	2007	KERSHAW	SKYTRIM 75	OWNED
338	SKYTRIM	2009	KERSHAW	SKYTRIM 75-G2	OWNED
339	SKYTRIM	2009	KERSHAW	SKYTRIM 75-G2	OWNED
340	SKYTRIM	2010	KERSHAW	SKYTRIM 75X	OWNED
341	SKYTRIM	2010	KERSHAW	SKYTRIM 75-G2	OWNED
342	SKYTRIM	2010	KERSHAW	SKYTRIM 75-G2	OWNED
343	SKYTRIM	2011	KERSHAW	SKYTRIM 75-G2	OWNED
344	SKYTRIM	2012	KERSHAW	SKYTRIM 75-G2	OWNED
345	SKYTRIM	2007	KERSHAW	SKYTRIM 75X	OWNED
346	SKYTRIM	2009	JARRAFF	75'	OWNED
347	SKYTRIM	2010	KERSHAW	75-G2	OWNED
348	SKYTRIM	2009	JARRAFF	75'	OWNED
349	SKYTRIM	2009	JARRAFF	75'	OWNED
350	SKYTRIM	2006	JARRAFF	75'	OWNED
351	SKYTRIM	2011	KERSHAW	75'	OWNED
352	SKYTRIM	2011	KERSHAW	75'	OWNED
353	SKYTRIM	2014	KERSHAW	75'	OWNED
354	SPRAY RIG	1988	INTERNATIONAL	S SERIES (1800)	OWNED
355	SPRAY RIG	2006	STERLING	ACTERRA	OWNED
356	SPRAY RIG	2006	STERLING	ACTERRA	OWNED
357	STUMP GRINDER	2007	MORBARK	D52SP	OWNED
358	STUMP GRINDER	2006	RAYCO	SUPER RG50	OWNED
359	STUMP GRINDER	2007	RAYCO	RG90	OWNED
360	STUMP GRINDER	2013	RAYCO	RG100X	OWNED
361	STUMP GRINDER	2021	RAYCO	RG165T-R RRC	OWNED
362	SWEEPER/BROOM	2005	TERRAMITE	TSS38	OWNED
363	TRACK LOADER	2005	CATERPILLAR	287B	OWNED
364	TRACK LOADER	2006	CATERPILLAR	257B	OWNED
365	TRACTOR	2011	JOHN DEERE	6330	OWNED
366	TRACTOR	2003	NEW HOLLAND	TB100	OWNED
367	TRACTOR	2003	NEW HOLLAND	TB100	OWNED
368	TRACTOR	2005	NEW HOLLAND	TV145	OWNED
369	TRACTOR	2007	NEW HOLLAND	TV145	OWNED
370	TRACTOR	2007	NEW HOLLAND	TV145	OWNED
371	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
372	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
373	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
374	TRACTOR	2008	NEW HOLLAND	TB120	OWNED
375	TRACTOR	2010	NEW HOLLAND	TS6030	OWNED
376	TRACTOR	2010	NEW HOLLAND	TS6030	OWNED

377	TRACTOR	2005	NEW HOLLAND	TV145	OWNED
378	TRACTOR	2011	NEW HOLLAND	TS6030	OWNED
379	TRACTOR	2011	NEW HOLLAND	TS6030	OWNED
380	TRACTOR	2010	JOHN DEERE	6330	OWNED
381	TRACTOR	2007	JOHN DEERE	6415	OWNED
382	TRACTOR	2011	JOHN DEERE	6330	OWNED
383	TRACTOR	2010	JOHN DEERE	6330	OWNED
384	TRACTOR	2003	NEW HOLLAND	TB110	OWNED
385	TRACTOR	2012	NEW HOLLAND	TS6.120	OWNED
386	TRACTOR ALAMO MOWER	2007	NEW HOLLAND	TS115A	OWNED
387	TRAILER	2012	CARRYON	WGWATV	OWNED
388	TRAILER	1995	DOOLITTLE	12' LANDSCAPE	OWNED
389	TRAILER	2010	TIGER	18 BP	OWNED
390	TRAILER	1985	ROAD SYSTEMS	28' PUP	OWNED
391	TRAILER (10 TON)	2005	TOWMASTER	T20	OWNED
392	TRAILER (12 TON)	2004	ALL PRO	IMPERIAL	OWNED
393	TRAILER (12 TON)	1999	BUTLER	B-2421-A	OWNED
394	TRAILER (20' CONTAINER)	1976	ALLI	CB7 SE	OWNED
395	TRAILER (20' CONTAINER)	1971	GIND	801 SE	OWNED
396	TRAILER (5 TON)	2005	CONTRAIL	C10	OWNED
397	TRAILER (55 TON)	2004	TALBERT	T4DW55SAHBG1T1	OWNED
398	TRAILER (JOB SITE/OFFICE)	1996	GREAT DANE	JOB SITE/OFFICE	OWNED
399	TRAILER (LOW BOY)	1976	ROGERS	40 TON	OWNED
400	TRAILER (STEP DECK)	2014	FONTAINE	HCVSD22TAF	OWNED
401	WHEEL LOADER	2005	CATERPILLAR	252B	OWNED

Tab 5 – Project Understanding and Technical Approach

Project Understanding & Scenarios

As part of this solicitation, management plans for Event Types are provided to describe what actions will be taken. LGS has put in place a Technical Approach and a Debris Management Plan that are applicable to any type of event, no matter the severity. Please refer to the Technical Approach, Debris Management Process Plans and Procedures, Geographic Area Management, Contractor Site Specific Safety and Health Plans, Quality System Management, and Disaster Waste Reduction and Recycling Sections in the following pages for an in-depth explanation of this management plan. The plans mentioned above are included in the Technical Approach and Debris Plan of this proposal and are designed to be adaptable and scalable based on any type of event.

Spot Jobs – Localized

In this scenario, the Project Manager will begin performing damage assessments with the City's representatives and monitoring company. The PM will then begin coordinating logistics with the City and landfills. Further, the PM will be determining the number of crews needed to provide removal, hauling, and/or reduction of localized debris. This includes activating local subcontractors for immediate resources as needed. LGS will be assisting government resources as well. For an in-depth breakdown of the debris operations, please see the Debris Management Plan of this proposal.

Small Event

This will entail the same steps as in the Localized event above but will have the addition of a debris management site. LGS will coordinate with the City a debris site(s) for stockpiling debris that will allow for ideal haul routes, meet federal, state, and local regulations, and provide a layout to unload debris in the most efficient manner. A site management supervisor will be provided to oversee and maintain the site operations. In this scenario, LGS will utilize "zones" for debris removal as mentioned in the Debris Plan. This will allow for organized operations and presence throughout the City simultaneously. Reduction will be completed by way of grinding or burning. In the event there is C&D debris, it will be separated and compacted at the debris site. For an in-depth breakdown of the debris operations, please see the Debris Plan of this proposal.

Significant Event

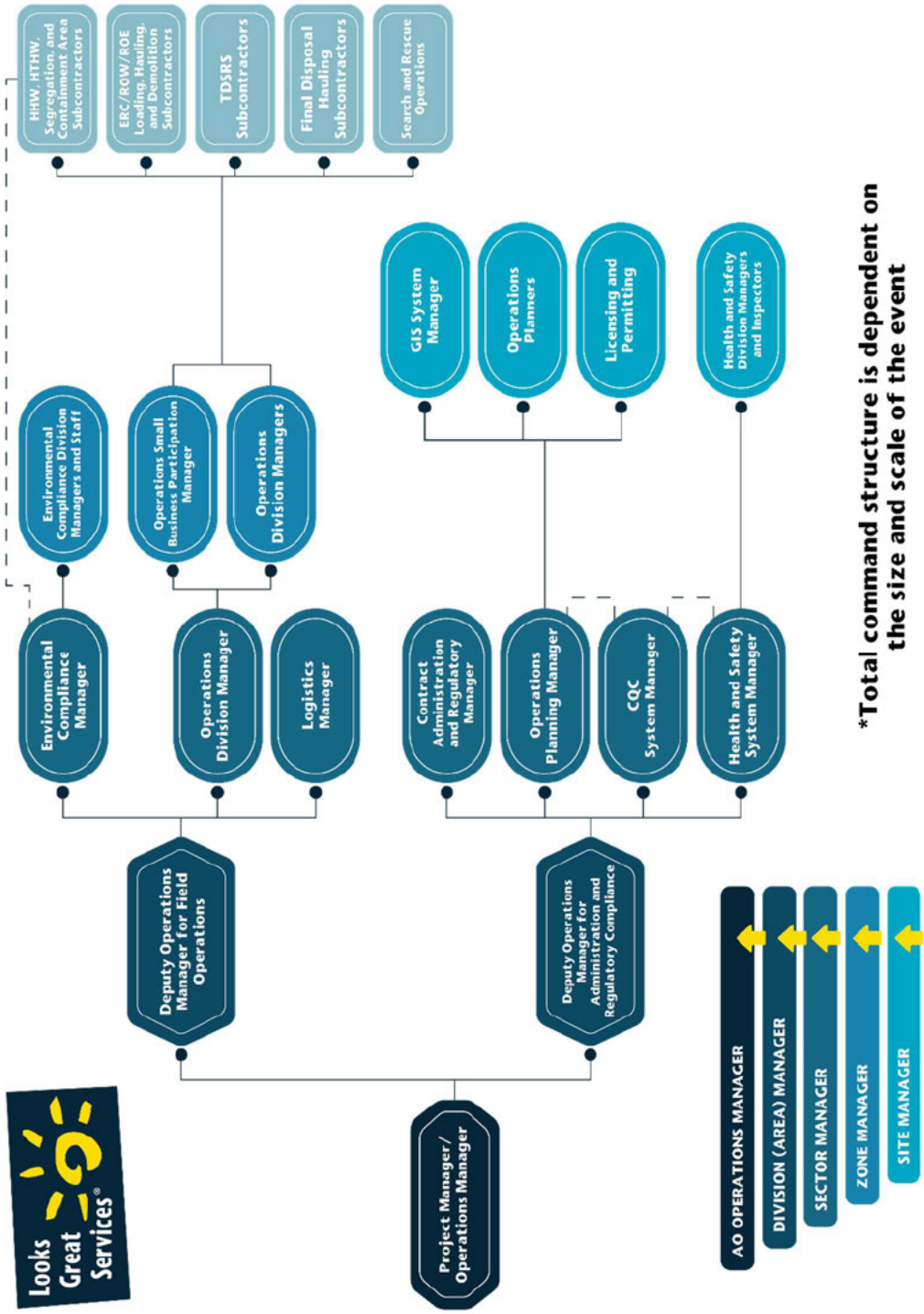
This includes all the scope from the previous event types but will utilize larger scale reduction operations at a designated TDSRS. The PM will help coordinate the location of the debris site. Monitor towers will be placed at the entrance and debris site access roads will be maintained to allow for efficient unloading operations. The grinders or incinerators, if used, will be placed in a location to allow for trucks to unload uninterrupted, but allow for debris to be near maximize production. Chips will then be stockpiled in a separate area so as not to impede traffic but be accessible for loading into walking floor trucks to be disposed of accordingly. Ash will be handled in a manner to not be mixed with soils or become airborne. Disposal will be handled in accordance with DEQ regulations. All FEMA, federal, state, and local regulations will be adhered to throughout the process.

Significant/Catastrophic Events

These events include everything from the previous event types but expand the operations further. Multiple debris sites are possible and will be jointly coordinated. Hauling will be coordinated from Zones and Sectors to each debris site. Hazardous waste will be separated and contained as per regulations. LGS will provide planning and management of all debris removal operations, including traffic control, recycling, and permitting. LGS will utilize a Project Manager (Sean Hunt) with multiple Assistant Managers to oversee the project.

Technical Approach

Field Organizational Structure



Technical Approach and Methodology

Prior to commencing debris removal operations and within 48 hours, or as required in the Task Order, Looks Great Services of MS, Inc. (LGS) will submit to City of Bentonville the Contractor Quality Control and Operations Plans which describe the organizational structure and additional key personnel involved in the cleanup, the technical approach and methodology to be used, site specific operational components, the specific geographical area management, the LGS Site Specific Health and Safety Plan (SSHSP), Accident Prevention Plan (APP), Activity Hazard Analysis (AHAs), a copy of the LGS Quality Control Plan (CQC), and approaches to waste reduction and recycling through Beneficial Re-Use, all specific to the Task Order and Area of Operations (AO). The Plan will indicate where operations will begin and which streets/roads will be cleared during the initial period though submission of a 2, 7- and 14-day plan. Operation locations will be decided upon and in conjunction with the City.

The Contractor Quality Control and Operations Plans will be updated by the LGS Operations Manager and CQC System Manager as necessary and as required by City of Bentonville. LGS' final Contractor Quality Control and Operations Plans will include organizational structure and key personnel involved in the cleanup, updated technical approach and methodology to be used, updated site-specific operational components, updated specific geographical area management, updated SSHSP, updated APP, updated AHAs, updated CQC, and updated approaches to waste reduction and recycling through Beneficial Re-Use. The plan will also include continually updated submissions of 2, 7- and 14-day plans, all specific to the Task Order and AO as well as work to be performed by subcontractors, a comprehensive list of subcontractors at each tier, and measures to be taken by LGS and its subcontractors to control hazards associated with services performed, and materials or equipment utilized.

During implementation of services, LGS will attend all meetings convened by City of Bentonville with respect to the response effort, when directed by the City to do so or otherwise necessary to carry out the work. The KO may/will issue subsequent TOs to mobilize and begin Emergency Road Clearance, Debris Removal from Public Roads, Streets and ROWs and Hauling to Debris Management or Final Disposal Sites, Vegetative Debris Reduction at Debris Management Sites (TDSRS) including site management, Final Disposal of Reduced Chips, Testing of Ash and Disposal at Landfill, Removal of Freon Containing White Goods, Removal of Non-Freon Containing White Goods, construction of an Inspection Tower(s), construction of a Hazardous Waste Containment Area(s), deployment of Household Hazardous Waste Separation and Removal Crew(s), activation of Debris Separation Crew(s), and activation of Search and Rescue Support Crew(s) and /or HTRW Separation Crew(s).

Resource Management and Logistics

LGS utilizes the National Incident Management System (NIMS) wherein we have established systems for describing, inventorying, requesting, and tracking resources. Debris Management and Event Response activities require carefully managed resources (personnel, teams, facilities, equipment and/or supplies) to meet event needs. Utilization of the Radial Form Technology (RaFT) iPad-based database system allows for resource typing, inventorying, organizing, and tracking the dispatch, deployment and recovery of resources before, during and after an event.

Resource management should be dynamic in nature to support any event and be adaptable to changes. Efficient and effective deployment of resources requires that resource management concepts and principles be used in all phases of Debris Management and Event Response.

The resource management process can be separated into two parts: resource management as an element of preparedness and resource management during an event. The preparedness activities (resource typing, credentialing, and inventorying) are conducted on a continual basis to help ensure that resources are ready to be mobilized when called to an event. Resource management during an event is a finite process, as shown in the below figure, with a distinct beginning and ending specific to the needs of the event.



Figure 1: Resource Management Cycle

Mobilization of Personnel and Equipment

Looks Great Services (LGS) will mobilize and arrive on-site within 24 hours of receiving a Notice to Proceed from the City.

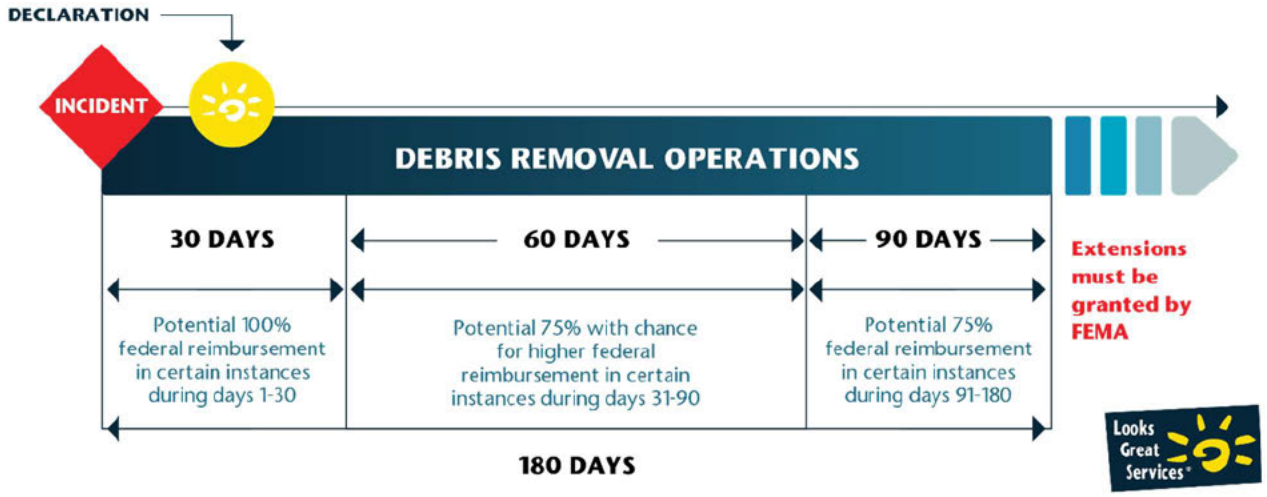
Upon issuance of a Notice to Proceed, Looks Great Services (LGS) will provide and transport all necessary supplies, equipment, materials, and personnel to execute the full scope of work outlined in the RFP or as required by the specific disaster. LGS will secure clearance from underground and overhead utilities, property owners, and relevant government entities for all operational locations, including equipment staging sites, Vegetative and C&D TDSRS, and the final DMS. LGS and its subcontractors will ensure that equipment and vehicles are ready to mobilize immediately upon notification. The scope of work includes, but is not limited to:

- Vegetative debris removal
- Construction and demolition (C&D) debris removal
- Grinding of generated debris
- Household hazardous waste management
- Removal of animal carcasses
- Disposal of putrefied wastes
- Removal of vehicles and vessels
- E-waste removal
- White goods removal

FEMA Public Assistance Program (Reimbursement Process)

FEMA Programs and other Funding Streams

LGS works within and in compliance with the law, the regulations, and FEMA's codified policies regarding the FEMA Public Assistance (PA) Program. This includes, but is not limited to, the Sandy Recovery Improvement Act's amendments to the Stafford Act (42 U.S.C. 5121 et seq.), Section 428, Public Assistance Alternative Procedures (PAAP) and the PAAP Pilot Program for Debris Removal (https://www.fema.gov/alternative-procedures) performed under Section 407 (42 U.S.C. 5173), Debris Removal, of the Stafford Act. The debris pilot program allows for increases in the federal share of grant monies for PA program applicants for eligible debris removal costs incurred during certain initial time periods following a disaster, with certain restrictions and programmatic requirements. LGS has as one of its core principles to provide professional services that benefit the client in every way possible. That principle leads LGS to work diligently to increase our response level and the amounts of work that can safely be accomplished during those initial time periods to maximize the reimbursement potential for our clients under the PAAP Pilot Program for Debris Removal. LGS ensures that our clients are aware of how the critical documentation trail must provide the proper substantiation for our clients to successfully acquire that funding. Further, LGS has a long standing relationship with FEMA programmatic management consulting experts that LGS makes available to our clients to ensure that our clients maximize eligible programmatic funding, and that our clients are able to both identify the eligible work that can be performed, and the numerous funding streams available to our clients to help them fund the monumental task that is the recovery process following a disaster – that assistance covers all disaster recovery programs and is not limited to only debris removal – please see the resume section for more details on the FEMA programmatic management consulting experts.



Documentation and Reimbursement

LGS has a proven history in supporting our clients with accurate and complete documentation. This documentation is made readily available to any reimbursement agency or client. Records are tracked daily from the beginning of the project to final closeout.

Financial accountability is maintained via a system based on the field data that's gathered and reconciled. All documentation systems comply with FEMA 325 guidelines.

Debris Hauling Documentation

Phase 1 – Truck Certification

Debris trucks are all certified prior to beginning a project. This includes:

- Measuring the truck beds to determine an accurate cubic yard capacity.
- Driver, safety, and insurance checks.
- Truck Certification Form is completed, and a copy is retained by the driver, monitor, and client.
- Placards displaying capacity, project truck number, and contractor's name are affixed to the truck.
- Monitors are given truck logs to verify placards as an added measure of accuracy.

Phase 2 –Tickets

Tickets are electronic or multi-part and are required for reimbursement purposes. Client representatives or monitors will fill out and sign off on completed tickets. These will then be used in the reconciliation and QC process. The tickets used are as follows:

Debris Load Tickets are a 5-part ticket that records the transport of debris from the collection point to the DMS or final disposal site. Monitors document the operations at each location to ensure proper protocols.

Leaner/Hanger Tickets are a 5-part ticket that records the trimming or removal or leaning trees or hanging limbs. Monitors document the size, location, and other various aspects of the process.

Daily Log Tickets are a 2-part ticket that records the hours worked by the contractor's labor and equipment when hourly rate items are activated. Monitors log and verify each unit's hours worked throughout the day.

Data Management

LGS uses a database system that is easily adaptable to any requirements. Regardless of whether the electronic or physical documentation is utilized, LGS' database can track and extract data for use in the reconciliation process. LGS has trained employees who carefully prepare reconciled reports on a weekly or semi-weekly basis to submit with invoicing. Working with the monitors, LGS compares these reports with the monitors as an added checks and balances system, which helps to expedite the reimbursement process.

Once the data is reconciled and completed, LGS will maintain and store all records for a minimum of 7 years. Both electronic and physical copies are catalogued and stored for quick access as needed.

Reimbursement

LGS works closely with all agencies to ensure issues are minimized or eliminated in disaster reimbursement projects. As an example, LGS was recently asked to produce ticket records for an audit that the debris monitor was engaged in. The monitor could not find records on more than two dozen tickets. Within less than 2 hours LGS found the copies of the missing tickets in its database and submitted them to the respective parties. This helped the monitor and the client greatly in their reimbursement process. LGS will give the same "over-the-top" service to all its clients.

As an added measure, LGS has personnel that are well-versed in CFR, PAPPG, and other FEMA guidelines and are available to assist the client in completing any required documentation for reimbursement.

Tab 6 – Debris Management Plan

Debris Management Process Plans and Procedures

Debris Pick-up (Loading at Curbside)

Commencement of Pick-Up

LGS will mobilize within 24 hours of receipt of a Task Order or Notice to Proceed. Debris pick-up will commence within 24 to 48 hours of receipt of a Task Order and Notice to Proceed from the City. Debris operations will commence in an orderly and manageable fashion on streets and roads cleared sufficiently for access as designated by the City of Bentonville Task Order(s).

Field Supervisors/Crew Foremen

Project Managers will report to the Senior Project Manager. All LGS Managers will be responsible to ensure work is conducted only in those areas designated by the City. Supervisors will not allow work to commence in additional areas until directed by a City of Bentonville Task Order. Supervisors will be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative with a copy given to City of Bentonville's Authorized Representative (AR).

Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the City of Bentonville Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris pick-up equipment will include but is not limited to the following:

- Self-Loaders/Knuckle-boom trucks.
- Rubber tire front end loaders with grapple buckets.
- Rubber tire front end loaders with 4-in-1 buckets.
- Rubber tire backhoes with thumb.
- Haul trucks with attached grapple arms.
- Other specialized equipment (e.g. Bobcat).

The cadre of equipment:
- Is owned or leased
- Is available for movement
- Will be leased in other areas if necessary
- Transportation Plan has been developed

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel and to provide all required field maintenance to ensure equipment operations.

Hand Crews

1–2 laborers with sufficient hand tools will accompany each piece of heavy equipment.

Operations

Debris segregation and sorting will be conducted at street/road level to the maximum amount practical and as instructed by the City of Bentonville TOs. All debris will be picked up and loaded into haul trucks in a safe and workman-like manner to ensure compliance with the Corporate Safety Plan. Safety will not be compromised and is outlined with specifics in the LGS Safety Plan. All crew foreman and field supervisors will be responsible to ensure a rapid and cost effective as possible operation. Operators, to ensure maximum loading and safe transport of material, will size all vegetative debris with a CR present.

All construction and demolition materials will be sized for heavy equipment to ensure maximum loading and safe transport of materials within EPA and DOT standards. Obvious hazardous materials will be dealt with in accordance with the City of Bentonville Task Order and the Corporate Environmental Protection Plan and in compliance with the Corporate Safety Plan.

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at each approach point of the work area to maintain traffic control and prevent personal injury to ensure compliance with the Corporate Safety Plan. Additional traffic control personnel will be stationed throughout the area, as needed, to ensure safe operations.

Debris Hauling

Debris hauling may consist of 2 distinct operations as follows:

1. Hauling of unreduced debris from origination point to staging area (Temporary Debris Management Site(s) - TDMS.)
2. Hauling of reduced debris from staging area to final disposal site.

Construction and Demolition Debris:

LGS advises City of Bentonville that construction and demolition debris be hauled directly to final disposal site from point of origination. This direct haul method will ensure that all demolition debris is handled in accordance with local, state, and federal requirements. The direct haul method is not considered expeditious operation, it is the industry's best practice to construction and demolition debris as little as possible due to the potentially hazardous nature of the material.

Vegetative Debris:

LGS advises City of Bentonville that vegetative debris be hauled to a TDSRS in order to expedite debris removal. It is the operational goal of LGS to complete debris removal services as quickly as possible for the City, in order that they may be able to take advantage of the 60-day window of maximum reimbursement. The TDSRS site will ensure that LGS operations are completed in the shortest amount of time; therefore, reducing direct costs to the City such as monitoring, management, and the need for additional reimbursable assets. This method of operations allows for the most efficient completion of debris removal, which is in the best interest of the health and safety of the public.

Hazardous Leaner and Hanger Removal

Looks Great Services is operationally capable of providing specialized crews that are trained and equipped to remove hazardous leaners from Right-of-Way and any trees containing eligible hangers. These available in-house resources set LGS apart by allowing us to provide ISA Certified Utility Arborist supervised tree crews. Our daily experience in providing vegetation management for utilities allows us to offer these services, thus ensuring a thorough inspection of all affected trees and properly addressing the City's needs and meeting their requirements.

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. All field supervisors will ensure that all hauling operations comply with local, state, and federal DOT standards in effect at that time and ensure compliance with the Corporate Safety Plan. All supervisors will be responsible to ensure work is conducted only in those areas designated by City of Bentonville. Supervisors will not allow work to commence in additional areas until directed by the City's Authorized Representative.

Supervisors will be responsible for the safety of all personnel and equipment. Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative(s) with a copy given to City of Bentonville. Supervisors will be responsible for

ensuring accuracy, completing CQC and collecting load/haul tickets and daily load/haul logs from haul truck operators. The supervisor will complete forms.
Crew foremen and project managers will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the City of Bentonville Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Hauling equipment will include, but is not limited to:

- 16-20 cubic yard dump trucks.
- 21-30 cubic yard dump trucks.
- 30-50 cubic yard tractor trailers.
- 50-75 cubic yard tractor trailers.
- 75-100+ cubic yard tractor trailers.
- Roll-off dumpsters or any other hauling equipment.

The cadre of equipment:
- Is owned or leased
- Is available for movement
- Will be leased in other areas if necessary
- Transportation Plan has been developed

Experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective.

All equipment will be mechanically loaded only, and haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

Haul truck bed extensions will comply with all applicable local, state and federal laws. Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed. Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension. All supervisors will utilize the check sheet provided by LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Past experience has shown that, for longer haul distances, larger capacity trucks (100 + C/Ys) are more cost effective.

All equipment will be mechanically loaded only, and haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and also allow rapid dumping of debris from the bed. Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

Haul truck bed extensions will comply with all applicable local, state, and federal laws. Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed. Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2" x 6" lumber placed flush against the manufacturer's bed and each subsequent piece of lumber to withstand loader impact. Lumber will be secured to the manufacturer's bed with angle or channel iron and bolts. Each side extension will be secured with metal brackets and bolts to the front-end extension. All supervisors will utilize the check sheet provided by LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris hauling equipment to ensure compliance with the Corporate Safety Plan.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel and to provide all required field maintenance to ensure equipment operations.

Operations

All field supervisors will ensure that all debris-hauling operators are licensed and/or certified to operate the required equipment. All debris-hauling operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by City of Bentonville. All debris haul operators will visibly display colored signs provided by LGS and, if applicable, City of Bentonville. LGS signs are secured, weather-proof signs will be placed on the driver and passenger doors of the vehicle cab. Any signs provided by the City will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the City. All signs will be removed from the exterior of the vehicle, at close of business each day and secured by the driver to prevent theft or loss.

Colored paper signs/passes will be displayed on the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to enter work sites. Each sign/pass will contain the following information: company logo, contract location, the City's name, contract number, truck number, date of issue, supervisor name/signature.

All debris pick-up and haul operators will maintain the numbered debris hauling/transportation documentation/verification form "LGS Debris Transportation". Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris haul operators during debris pick-up operations. All debris haul operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Reduction and Site Management

Debris Staging

Debris staging sites, TDSRS, will be located, acquired, and designated by City of Bentonville unless specified otherwise. Construction of TDSRS elements will commence immediately upon receipt of a Task Order and Notice to Proceed from the City. LGS will ensure that TDSRS construction will be accomplished as rapidly as possible, because of the criticality of staging sites to the debris removal process as a whole.

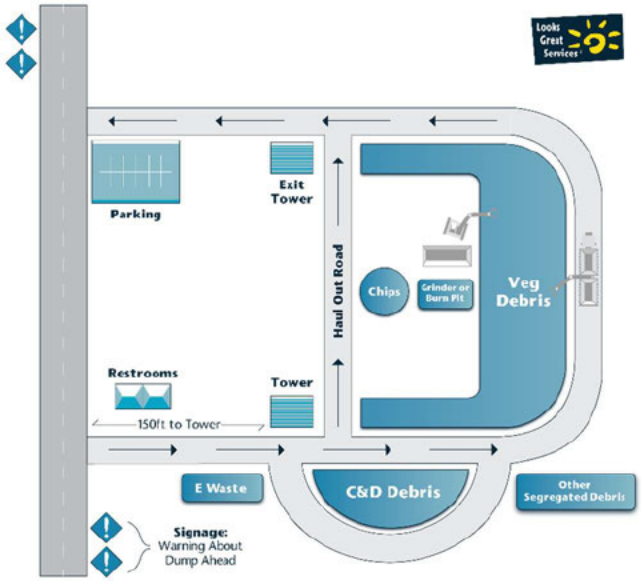


Figure 2: TDSRS Sample Layout

Field Supervisors/Crew Foremen

Field supervisors will report to the senior field supervisor. Debris staging site supervisors (TDSRS Managers) will be responsible for management of all operations of the TDSRS to include site safety, haul load inspection, segregation, traffic control, dumping, reduction, security, and remediation. Supervisors will be responsible for the safety of all personnel and equipment to ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan.

LGS Supervisors will be responsible for collection of daily personnel and equipment time logs, and their distribution to LGS designated representative with a copy given to City of Bentonville. LGS Supervisors will be responsible for collecting load/haul tickets and daily load/haul logs from haul truck operators. Inspection tower personnel will complete the forms.

Crew foremen will report to their designated supervisor. Foremen will be responsible to ensure work assignments received from their supervisor are completed to the requirements of the City of Bentonville Task Order. Foremen will be responsible for maintaining the daily personnel and equipment time logs.

Equipment

Debris staging site equipment may include but is not limited to the following:

- Excavators with thumb.
- Track type tractors with root rakes.
- Track type tractors with push blades.
- Farm type tractor with box blade.
- Motor grader.
- Rubber tire loader.
- Tub grinder.
- Brush chipper.
- Air curtain burner.

All equipment will meet current safety standards.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Laborers:

1–2 laborers with specialized hand tools for segregation and separation will accompany each piece of heavy equipment.

Debris Staging Site Key Steps

The following information will be utilized to create a location specific site management plan and site safety plan to accompany this plan.

Site Access

Separate points of ingress and egress should be established if possible. Temporary acceleration and deceleration lanes should be established adjacent to the primary road leading to and from site access points, if approved by City of Bentonville and appropriate authority having jurisdiction over primary road right-of- way. All temporary roads leading to and through the debris staging site should be constructed and maintained for all weather use (i.e. – rock laid roads).

Inspection Towers

Inspection towers will be constructed to facilitate observation and quantification of debris hauled for storage at debris staging sites. No less than two inspection towers will be utilized at each debris staging site. One tower at point of ingress for use by LGS CQC and the City of Bentonville QA, one tower at point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. The egress tower should be manned by at least one representative from the City.



Traffic Controls

Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular and pedestrian traffic control. Additional traffic control personnel will be stationed throughout the site, as needed, to enforce proper dumping and prevent personal injury to ensure compliance with the Corporate Safety Plan.

Environmental Protection

LGS' Environmental Protection Plan incorporates such issues as erosion control, hazardous and toxic wastes, dust and smoke control. The Clean Water Act, Storm Water Act, Resource Conservation and Recovery Act, Superfund Amendments and Reauthorization Act and others are incorporated in full by LGS' Environmental Protection Plan. Environmentally sensitive areas (i.e. wetlands, habitat, historical sites) within or in proximity to a debris staging site will be avoided, designated as sensitive, protected, and access restricted to the extent possible from adverse impact. All requirements of pertinent environmental standards will be complied with.

Debris Storage Areas

Debris will be segregated into 5 main areas of concern as follows unless otherwise instructed by City of Bentonville:

- Vegetative debris

  - Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris.

- Construction and Demolition (C&D) Debris
  - C&D debris will be dampened prior to dumping and periodically as needed, to comply with local, state, and federal EPA standards.
- Recyclable/salvage
  - Recyclable/salvageable materials, including eWastes, will be stockpiled in accordance with the City of Bentonville Task Order.
- White goods
  - White goods will be stockpiled in accordance with the City of Bentonville Task Order.
- Hazardous and/or toxic wastes (HHW and HTRW)
  - HHW/HTRW will be segregated and stored in a City approved containment area. All site personnel will receive a safety briefing regarding operations involving HHW/HTRW to prevent personal injury and ensure compliance with the Corporate Accident Prevention Plan as part of the Corporate Safety Plan. HHW/HTRW containment site perimeter will be posted and secured for personnel safety.

Safety Precautions

Water Trucks

The required number of water trucks will be stationed at each debris-staging site. Water trucks will be utilized to reduce the threat of friable materials from C&D debris being released into the atmosphere. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations. Water trucks will be utilized to dampen areas, including temporary roadways, to suppress dust from trucks entering and leaving the TDSRS.

Fire Suppression Equipment

Fire extinguishers will be located throughout each debris staging site as required by the site management plan, site safety plan, OSHA requirements and the City of Bentonville Task Order. All debris staging site personnel will be trained in incipient fire suppression operations and safety procedures, to include operation of fire extinguishers and water trucks and to ensure compliance with the Corporate Safety Plan.

Debris Segregation

This section discusses the guidelines for debris segregation not already discussed previously in this plan.

Street/road Level Segregation

All foremen will direct debris removal personnel to segregate debris into six areas:

- Vegetative debris
- C&D debris
- Recyclable/salvageable materials
- White goods
- HHW
- eWaste

Segregation of debris at the street/road level will not take precedence over completing street/road debris removal operations in a safe and rapid manner. All personnel conducting debris segregation at the street/road level will receive a safety briefing on potential hazards and injury prevention to ensure compliance with the Corporate Safety Plan.

Debris Segregation at Staging Sites

Staging site supervisors will ensure that all debris haul operators deposit debris in areas designated for the type debris hauled. Debris hauled to staging sites in mixed loads will be segregated by heavy equipment when possible and by hand crew when necessary.

Vegetative debris will be placed into two separate piles:

- The first pile (pile one) will be the dumping point until enough has been accumulated to commence a continuous reduction operation.
- Pile two will be started and accumulated until the reduction of the pile one has been completed.
- At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.
- All personnel involved in vegetative debris segregation operations will receive a safety briefing for all effected job to ensure compliance with the Corporate Safety Plan.
- C&D debris will be placed into one or more piles, as required, to reduce the threat of a fire conflagration until it is reduced or disposed.

LGS will consult with the City, local fire officials and pertinent environmental officials regarding the requirements for stock piling of C&D debris.

White goods will be segregated, as required by the City of Bentonville Task Order. White goods will be placed and stored until instructed by the City as to its final disposition.

Salvageable/recyclable materials will be segregated, as required by the City of Bentonville Task Order. Salvageable/recyclable materials will be segregated and stored until instructed by the City as to its final disposition.

HHW/HTRW will be segregated and stored in a City approved containment area. All site personnel will receive a safety briefing regarding operations involving HHW/HTRW. The HHW/HTRW containment site perimeter will be posted and secured for personnel safety and to ensure compliance with the Corporate Safety Plan as well as the LGS Corporate Environmental Protection Plan. HTW will be segregated and stored until instructed by the City as to its final disposition.

Please see the diagram below for Debris Accountability.

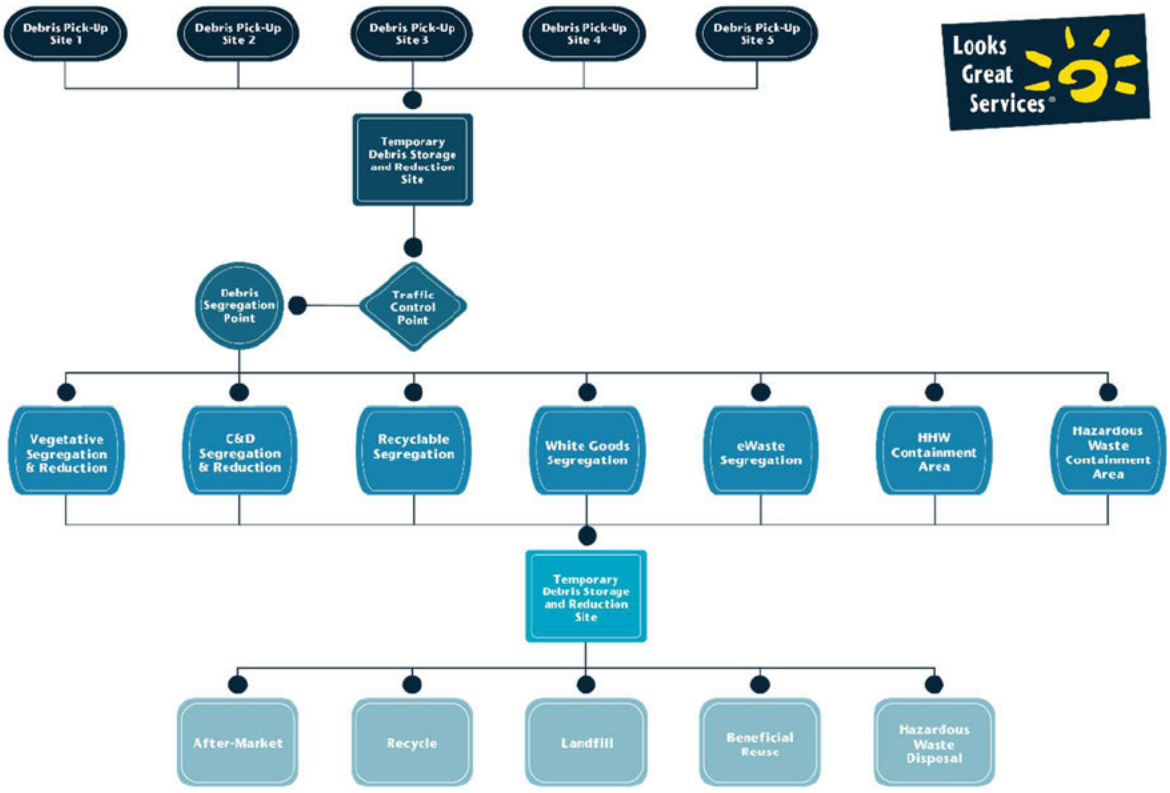


Figure 3: Debris Accountability Flow Chart

Debris Reduction

This section discusses guidelines to be followed during debris reduction operations not already addressed in this plan. If required by a City of Bentonville Task Order or Notice-to-Proceed, night operations may be conducted. Night operations will be limited to reduction of debris by burning. Night operations will only be conducted upon a determination by the LGS Safety Officer and concurrence by City of Bentonville, that such operations may be conducted in a safe manner.

Grinding, Chipping and/or Shredding Operations

Grinding, chipping, and/or shredding operations will be accomplished on all vegetative debris not reduced by burning operations. Grinding, chipping, and/or shredding operations are the preferred method of reduction for vegetative debris to accomplish environmental resource conservation through recycling/salvage of wood chips. Although this operation is preferred for environmental purposes, it is also the most time consuming and costly reduction operation due to material handling and haul disposal costs after reduction operations have been accomplished. Grinding, chipping, and/or shredding of C&D materials is prohibited by and within numerous jurisdictions. Grinding, chipping, and/or shredding operations will be accomplished on the type of debris (vegetative and/or C&D) as directed by the City of Bentonville Task Order.

Grinding, chipping, and/or shredding of vegetative debris will be accomplished on the piles of vegetative debris as set out below:

- Vegetative debris will be placed into two separate piles.
    - The first pile (pile one) will be the dumping point until a sufficient quantity has been accumulated to commence a continuous reduction operation.

- Pile two will be started and accumulated until the reduction of the pile one has been completed.
    - At which time, dumping of vegetative debris on pile two will cease and pile one will be replenished. This rotation will continue until the task is completed.

All LGS personnel involved in vegetative debris grinding, chipping, and/or shredding operations will receive a safety briefing for all affected job functions.

A track-type tractor with blade or a rubber tire loader will pick-up, and stockpile chips for temporary storage. Chips will be loaded out and hauled to a final disposal site as quickly as possible to reduce the threat of a fire. All appropriate fire protection measures will be established and maintained in accordance with the site management plan, site safety plan and the City of Bentonville Task Order. Water trucks will be utilized to reduce the threat of fire from all types of debris. If necessary, water trucks will be utilized in fire suppression operations.

Debris Disposal

Debris disposal is the pre-planned, pre-approved operation of placing debris in approved disposition sites.

Debris disposal operations can be segmented into three distinct operations:

- Haul to and tip at debris disposal site.
- Physical operation of debris disposal site.
- Augmentation of debris disposal site permanent staff and equipment.

Disposal Site(s)

A disposal site may be a dump and/or a landfill owned and operated by private or public sectors.

Non-burnable debris will be disposed only at a dump and/or landfill designated to receive materials other than toxic hazardous waste.

Equipment

Debris disposal hauling equipment will include, but is not limited to:

- 16-30 cubic yard dump truck
- 30-100 cubic yard tractor-trailer or other such haulers as City of Bentonville may direct.

Past experience has shown that the farther the haul distance, larger capacity trucks are more effective. All haul truck beds will be equipped with tailgates constructed of materials (i.e. chain-link fence, safety fence, etc.) that will safely contain debris, allow each haul truck to be loaded to its capacity and allow rapid dumping of debris from the bed.

Any haul truck bed that has or will have vertical extensions installed, will comply with the following restrictions:

- Disposal haul truck bed extensions will comply with all applicable local, state, and federal laws.
- Bed extensions, when installed, will be located, and secured to the front-end, left side and right side of the bed.
- Bed extensions will not extend beyond 24 inches above the manufacturer's bed height. Bed extensions will be constructed of not less than 2"x6" lumber.
- All disposal trucks will be mechanically loaded and pre-measured and accepted by City of Bentonville before being utilized in debris removal operations.

Maintenance/Fuel Vehicles and Personnel

Maintenance/fuel vehicles will be assigned and manned as needed to provide an adequate supply of fuel to maintain equipment operations. Maintenance/fuel vehicles will be assigned and manned as needed to provide all required field maintenance to ensure equipment operations.

Safety

All supervisors and/or foremen will utilize the check sheet provided by the assigned LGS Safety Officer to ensure all safety equipment is maintained and operable on all debris disposal hauling equipment and to ensure compliance with the Corporate Safety Plan.

Operations

All field supervisors will ensure that all debris disposal-hauling operators are licensed and/or certified to operate the required equipment. All debris disposal operators will be given area maps designating assignment/authorized areas of operations as well as transport routes designated and/or approved by City of Bentonville. All debris disposal haul operators will visibly display colored signs provided by LGS and, if applicable, City of Bentonville. LGS signs are weatherproof signs to be placed on the driver and passenger doors of the vehicle cab. Any signs provided by City of Bentonville will be displayed on both sides of the forward most section of the vehicle bed, unless otherwise directed by the City of Bentonville Task Order/NTP.

All signs will be removed from the exterior of the vehicle at close of business each day and secured by the driver to prevent theft or loss. Signs will be replaced on the vehicle at the beginning of the workday. Colored paper signs/passes will be displayed on the driver's side windshield of each vehicle. The color of the sign/pass is subject to change, without notice, to ensure quality control measures regarding authority to exit work sites and enter disposal site(s).

All debris disposal haul operators will maintain the numbered debris hauling/transportation documentation/verification form(s). Each form contains directions, which should be followed. All supervisors will be responsible to ensure that all employees utilizing and/or inputting information on the form are procedurally trained. It will be each supervisor's responsibility to maintain a supply of the required number of forms. Forms will be distributed by supervisors/foremen to debris disposal haul operators during loading operations and after completing the applicable sections on the aforementioned documentation forms.

All debris disposal operators will maintain daily ticket/haul records to be turned into field supervisors, with copies of load tickets at close of business each day.

Management of HHW, HTRW, White Goods, E-wastes, Automobiles, Putrefied Foods, Tires, Gasoline, and Powered Tools

LGS Environmental Experience

LGS has experience with Hazardous Waste Storage and collection. LGS was contracted to develop a plan to handle household hazardous waste (HHHW) collection for the City of Houston during a major flood event. Upon plan approval, LGS mobilized to collect the HHW from all areas of the city. LGS mobilized 85 technicians and all equipment necessary to carry out the plan, which involved approximately 46,000 residential structures. LGS established a collection point and command center to manage the event. Plans were implemented to complete a sweep of all affected areas of the city for the collection of HHW. Crews were equipped within 48 hours and mobilized to the collection area. LGS personnel created grids and mapped the areas for each crew to work daily. Crews were directed into various areas of the city based on damage and debris recovery activities. Collection crews separated HHW from other debris and staged the segregated items for pick up. The entire affected area of the city was covered in one sweep and HHW was

successfully kept out of the landfills used to handle organic debris. Contaminants included cyanides, acids, pesticides, hydrocarbons, hydrocarbon derivatives, bases, etc.

- White Goods: LGS has successfully completed numerous similar projects and is confident in our ability to perform the scope of work associated with this project. As with projects of this nature, it is essential to understand the health effects of the exposure to bacterial pathogens. Though like blood borne pathogens, many bacteria are difficult to visualize and are more easily transmitted through general contact. Often, individuals will fail to recognize the symptoms associated with bacterium exposures and consequently mistreat or mistake the symptoms as that of the common cold. However, individuals who fail to recognize the exposure may experience an extended recovery period and the conditions may actually grow more severe. All personnel that LGS will use in the completion of this project understand the effects of this type of exposure. LGS will evaluate and provide, as required, booster shots to prevent associated disease. (E.g. hepatitis)

- Health and Safety: LGS takes the health and safety of their employees seriously with a site health and safety plan being developed and approved for each project prior to mobilization. All of LGS' personnel working with hazardous materials have completed at least 40 hours of OSHA- required hazardous waste operations training per 29 CRFR 1910.120. LGS has also has a substance abuse policy and program in place, which meets or exceeds Government Requirements.

Household Hazardous Waste (HHW)

Household Hazardous Waste (HHW) is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste.

Acceptable Materials include, but are not limited to:

- Batteries
- Waste Oil
- Waste Fuels
- Paint
- Chemicals
- Antifreeze
- Pesticides
- Spray Cans
- Unidentified Liquids
- Household Cleaners

Collection Points (To be identified by the KO)

Once the collection points are identified, LGS will set up/staging for the containment areas. The waste will be identified, labeled and segregated for disposal.

A Certified Hazardous Materials Manager (CHMM) will be on site receiving and segregating wastes, sorting to waste containers in accordance with the waste disposal contract. The CHMM will also make sure all waste containers are properly labeled, the area has warning signs and hours posted, track receipts, maintain a facility log, conduct storage facility inspections, limit access, maintain the site in a clean and orderly condition and have hazardous waste clean-up ready and available at a moment's notice at all times. The on staff CHMM will also make sure that the storage HHW is open seven days a week for a minimum of 8 hours per day. LGS will ensure that all regulations are followed.

Collection of HHW

Crews (1-truck, 2-technicians) will make passes through the affected areas. The crews will be assigned a mapped area in which they will make their sweeps. Once the team has a full load, they will return to the collection sites to off-load materials.

Contractor Site Specific Safety and Health Plans, Accident Prevention Plans, and Safety Management Manual

LGS has a current comprehensive safety manual to support our corporate safety program. LGS updated our company Site Specific Safety and Health Plan (Accident Prevention Plan/Safety Assurance Policy and Procedure Manual) in the early Spring of 2013 after contracting with the USACE NAD/New York District Debris RFO for Hurricane Sandy. Using the most recent edition of EM 385-1-1, the following is a summary of our complete Site-Specific Safety and Health Plan, a template suitable for project customization and deliverable to the City of Bentonville within three (3) days after receipt of Notice to Proceed. While referred to as a template, our APP/Safety Assurance Plan is a working and active program for the company. Selected excerpts from LGS' 122-page APP/Safety Assurance Plan starts in section 3.4.1, much of the outline has been included for topical review, given proposal space limitations. LGS works to create a "safety culture" in our company. Every employee is empowered to stop a task where there is a risk of severe injury or death. Safety training and pre-task safety orientation are essential elements of the LGS safety program.

Accident Prevention Program

(Refer to contract clause entitled, "Accident Prevention" (FAR 52.236-13).) Within three (3) days after receipt of Notice of Award of the contract task order, four copies of the Accident Prevention Program will be submitted to the Contracting Officer for review and acceptance.

Before initiation of work on the task order, a site specific, Accident Prevention Plan (APP) with appropriate appendices written in English by the Prime Contractor for the specific work and hazards of the contract task order and implementing in detail the pertinent requirements of the most recent edition of EM 385-1-1 will be reviewed and found acceptable by the Government.

Designated Authority (GDA)

APPs will be developed and submitted by LGS in the formats provided in the most recent edition of EM 385- 1-1. The APP will address each of the elements/sub-elements in the outline contained in the order that they are provided in the manual. If by the nature of the work an item is not applicable, LGS will state and provide a justification for why that element/sub-element is not applicable.

The APP will be developed by qualified personnel and will be signed in accordance with EM 385-1-1. LGS will be responsible for documenting the qualified person's credentials. The APP will be job-specific and will include work to be performed by subcontractors and measures to be taken by LGS to control hazards associated with materials, services, or equipment provided by suppliers.

LGS will not commence physical work at the site until the program has been accepted by the Contracting Officer, or his/her authorized representative.

Accident Investigations and Reporting

Refer to EM 385-1-1, Section 01.D. Accidents will be investigated, and reports completed by the immediate supervisor of the employee(s) involved and reported to the Contracting Officer or his/her representative immediately and the accident report submitted on ENG Form 3394 within one working day after the accident occurs. All data reported must be complete, timely and accurate. A follow-up report will be submitted when the estimated lost time days differ from the actual lost time days.

Our accident investigation procedures require immediate reporting to our corporate HR manager. In the absence of the HR manager, our Corporate COO will be contacted. Each vehicle operating on a Looks Great Services project has a notebook with required documentation that must be filled out at the accident

scene and provided to our corporate office. If it happens to be an accident with injury, the HR Director or their designee will immediately deploy to the accident scene to investigate and fill out the required documentation. This is corporate policy.

The Looks Great Services safety responsibilities encompass all project activities including those of subcontractors. Requirements of the Looks Great Services Safety System include this Accident Prevention Plan, Activity Hazard Analyses, site specific hazard plans, safety policies, procedures, the requirements of EM 385-1-1, rules, standards, safe work practices, as well as federal/state/OSHA requirements and other pertinent safety and health regulations. LGS' objective, through our safety management, training, and execution is to create a "safety culture" in the company. Our safety record indicates our success. To enhance deployment of the Looks Great Services Safety System in subcontractor organizations, Site Safety and Health Officer ensures that each subcontractor:

- Assigns all employees and personnel with all the safety qualification requirements, responsibilities, and authority as Looks Great Services employees.
- Complies with the training requirements.
- At the time of mobilization, provide a list of the Supervisors names and contact numbers. This list will be kept current and provide phone numbers where the Supervisors can be reached 24 hours a day, 7 days a week for emergency purposes.
- Receives a site specific operational and safety brief before starting work at the site.

The subcontractor may not delegate project-related safety responsibilities to any other organization.

Safety Management Manual Table of Contents (Selected Excerpts)

1. Safety System Management and Responsibilities

    1.1 Looks Great Services Safety Policy

    It is the policy of Looks Great Services to abide by all the safety standards of the Corps of Engineers, including those outlined in EM 385-1-1 Safety and Health Requirements Manual, OSHA regulations, and as described in this Accident Prevention Plan. Public and personal safety will be a top priority during work under this contract. All employees will be trained and equipped to work in a safe and healthy manner and will comply with all safety and security requirements.

    In carrying out our commitment to safety:

    - Every employee is indoctrinated into the Looks Great Services Safety System through training on the Looks Great Services Safety System, Safety Policies, and procedures.
    - Each project has an Accident Prevention Plan that addresses site-specific conditions and hazards. We prepare an activity hazard analysis for every phase of work.
    - We systematically reinforce safety during the project through ongoing training and heightened awareness of hazards.
    - Every employee has the responsibility and authority to stop work should they discover an unsafe condition. Employees will not be reprimanded for stopping work.
    - We closely monitor safety through every phase of work. Should problems be found, we correct them and act to prevent recurrences. A system of incentives and disciplinary action reinforces adherence to safe work practices.

    1.2 Safety Responsibilities

1.3 Safety System Performance Measures

1.4 Exceptions

2. Project Accident Prevention Plan

2.2 Accident Prevention Plan Preparation

Before project work begins, the Site Safety and Health Officer prepares an Accident Plan for the project. The Site Safety and Health Officer submits the APP to the customer for approval. Work on the project may not proceed until the customer approves the APP.

2.5 Statement of Safety and Health Policy - Policies reflect an unqualified commitment to safe execution of all projects, large and small, by LGS.

2.6 Responsibilities and Lines of Authorities - Authority and responsibility is clearly defined and enforced through safety reviews and evaluations and leader performance evaluations.

2.7 Subcontractors and Suppliers

2.8 Training - Continues training from corporate to job site to include pre-task training for every job.

2.9 Safety and Health Inspections

2.10 Accident Reporting - LGS requires prompt reporting investigation and analysis of reportable and lost time accidents.

3. Contract Safety Specifications

3.2 Contract Technical Specifications

The Operations Manager obtains contract technical specifications from the customer. For each specific contract, The Site Safety and Health Officer identifies supplemental technical specifications on the Project Accident Prevention Plan when they are not otherwise specified by the contract or the approved drawings. Operations Managers have job site access to contract technical specifications for the activities they supervise. All Looks Great Services activities comply with the contract technical specifications. We create an integrated safety management program to ensure client concern and issues are included in the contractual work.

3.3 Contract Safety Submittals

3.4 Contract Safety Review and Approval

The President conducts customer contract reviews to ensure that:

- Customer requirements and specifications are complete.
- Looks Great Services has the capability to deliver the completed project in the time allotted.
- Customer requirements and specifications are compatible with the relevant regulations, Looks Great Services safety standards, and Safety System requirements.

Before work begins, the President makes sure that all contract requirements are clearly understood, all discrepancies are resolved, and all requirements are agreed upon. Once these requirements are met, the President signs the contract.

4. Project-Specific Safety Standards

4.2 Regulatory Codes and Industry Standards - Every job is evaluated for industry, regulatory, federal, state, and local standards.

4.3 Safety Credential Requirements - The Site Safety and Health Officer defines safety-related credentials for each project job position that affects safety including:

- Required training.
- Required certifications.
- Required experience.

4.4 Project Risk Assessment – A project risk assessment is completed for every job, from major project to job site level, including each feature of work.

4.5 Identification of Safety Controlled Features of Work – Safety issues are eliminated and become part of the product assessment.

4.6 Activity Hazard Analysis – objective, clear-eyed, thorough hazard analysis is an essential element of the LGS safety program.

4.7 Identification of Applicable Safety Risk Management Plans - Safety risk management is a cultural feature of our work plan and is incorporated in our work execution plans.

4.8 Looks Great Services Safety Standards – LGS safety standards are clear, are trained to, and are an inherent part of the LGS work process.

4.9 Application of Multiple Sources of Specifications – LGS tailors the safety requirements to the job to ensure that every safety element is an integral part of every task.

5. Project Purchasing

The Site Safety and Health Officer defines safety-related credentials for each project feature of work (FOW) that affects safety including required:

- Organization and personnel licenses
- Personnel training
- Organization and personnel certifications
- Organization and personnel experience

Required Capabilities

- Senior person designated as Site Safety and Health Officer.
- Knowledge of Company safety standards.
- Demonstrated capability to complete work to Company safety standards.
- Demonstrated skills and knowledge.
- Demonstrated experience.
- Demonstrated results.
- Effective self-inspection process.
- Access to codes, standards, and product instructions.
- Equipment availability.
- Production capacity.
- Demonstrated results.

For critical components, the Site Safety and Health Officer determines if a source safety inspection is necessary to validate supplier safety and delivery capabilities.

6. Process Controls

6.2 Pre-construction and Safety Control Coordination Meeting

6.3 Preparatory Project Safety Planning

In preparation for the start of an upcoming feature of work, the Operations Manager reviews an integrated and coordinated set of documents that collectively define safety standards for the feature of work including:

- Objectives and acceptance criteria of the FOW.
- Safety standards that apply to the FOW.
- Work instructions, process steps, and product installation instructions that apply to the FOW.
- Submittals.
- Tools and equipment necessary to perform the work.
- License, certification, or other qualification requirements of personnel assigned to work.
- Required safety records of the process and resulting product.
- The subcontractor contracted to perform the work, if applicable
- Customer contract requirements.
- Required safety inspections.
- Location of safety system records and documents.

6.4 Weekly Safety Planning and Coordination Meetings

6.5 Process Control Safety Standards

6.6 Daily Safety Control Report

6.7 Monthly Safety Report

6.8 Man-hour Exposure Report

When a man-hour exposure report is required by the Safety Manual section 2.10.3 Project Safety Records Plan, the Site Safety and Health Officer records a monthly status report as specified in Standard Operating Procedure 6.8 Man-hour Exposure Report.

7. Inspections

7.2 Inspection acceptance criteria

7.3 Required Safety Inspections

A series of safety inspections are required for each feature of work. A feature of work may be executed multiple times in a project, in which case a series of safety inspections are required for each execution of the feature of work. Each safety inspection is identified on the safety inspection plan referenced in section 2.9 Safety and Health Inspections. The Site Safety and Health Officer ensures that safety inspections that apply to a specific project are clearly identified. Inspections for a project include:

- Customer required safety inspections as specified by the contract, contract technical specifications, contract drawings, and approved submittals.

- Inspection of each feature of work identified in section 2.4.1 Identification of Safety Controlled Feature of Work. Inspections of each feature of work includes:
    - Preparatory Site Inspection (Section 6.3.2)
    - Material safety inspection (Section 7.3.1)
    - Work in process safety inspections (Section 7.3.3)
    - Hold points for customer safety inspection (Section 7.4)
    - Additional safety inspections are necessary to assure safety results.
    - A project closeout safety inspection (Section 7.7)

7.4 Hold Points for Customer Safety Inspection

7.5 Safety Inspection Specifications

7.6 Safety Inspection Records

7.7 Project Completion and Closeout Inspection

8. Accident Reporting, Nonconformance and Corrective Actions

8.2 Accident Reporting

8.3 Immediate Action Notification

8.4 Log of Work-related Accidents and Injuries

8.5 Nonconformance

8.6 Corrective Actions

9. Preventive Actions

9.2 Identify Preventive Actions for Improvement

9.3 Train Preventive Actions for Improvement

10. Safety System Audits

10.2 Project Safety System Audit

10.3 Company-wide Safety System Audit

11. Record and Document Controls

11.2 Safety System Policy and Procedure Requirements

11.3 Records Control

11.4 Document Control

Forms created for reports, tracking, monthly inspections, AHAs, OSHA reporting, exposure reporting, etc. have been drafted and included in our RaFT system. Previously LGS submitted and was approved to utilize our redeveloped APP/Safety Assurance Plan and the forms therein by the City of Bentonville on projects completed in New York after Hurricane Sandy. All EM 385- 1-1 elements required were incorporated into our plan, and can be customized, clarified, and updated as directed on review. LGS' priority is a daily commitment to safety of the public.

Disaster Debris Waste Reduction and Recycling Strategy

Recycling and Reuse

Disaster debris waste reduction and recycling are key and essential components of disaster response operations. The volume of disaster debris can quickly overwhelm the logistics of quickly moving and disposing of the materials. LGS is organized and fully equipped to deal with ferrous and non-ferrous metal debris, soil, construction and demolition material, composting material, and hazardous materials. LGS has extensive and comprehensive experience in waste management as shown in our past performance supporting disaster events. Our teaming agreement scopes of work show the exceptional breadth and depth of the LGS team's capability to manage and execute recycling and reuse operations.

Recycling and reuse strategies involve diverting material from the disposal stream and reusing it. The recycling and reuse of disaster debris is most often limited to metals, soils, and construction and demolition debris. Recycling and reuse debris types are described below.

- Metals: Most nonferrous and ferrous metal debris is suitable for recycling. Metal maulers and shredders can be used to shred automobiles, trailer frames, trailer parts, appliances, building materials and other metal items. Ferrous and nonferrous metals are separated using an electromagnet and then sold to metal recycling firms.



- Soil: Soil can be combined with other organic materials that will decompose over time. This procedure produces significant amounts of material, which can be sold, recycled back into the agricultural community, or stored onsite to be used as cover when the site is returned to its pre- incident state. In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. Jurisdictions should consult with their local health department to establish what monitoring and testing is necessary to ensure that soil is not contaminated with chemicals. If the soil is not suitable for agricultural or residential use, it may ultimately need to be disposed of at a permitted landfill.



- Construction and Demolition: Concrete, asphalt, and masonry products can be crushed and used as base material for certain road construction products, or as trench backfill. Debris targeted for base materials needs to meet certain size specifications as determined by the end user. Clean wood products used in construction can also be chipped or ground and used as mulch or hog fuel.



- Composting: Composting is the controlled decomposition of organic materials, such as leaves, grass, wood, and food scraps, by microorganisms. The result of this decomposition process is compost – a crumbly, earthy smelling, soil-like material. Yard trimmings and food scraps make up about 25 percent of the waste generated in the average household; composting can greatly reduce the amount of waste that ends up in landfills or incinerators. A section of DMSs should be reserved to receive compost material after a disaster. Composting can be used not only for backyard garden soil additives, farmlands, highways, and other landscaping projects, it can also be put to many innovative uses. Jurisdictions using composting to reduce organic material need to be aware of, and prepared to mitigate, several hazards, which include spontaneous combustion of piles and vector control for rodents.



Volume Reduction Methods

LGS will employ the full range of options and capabilities to reduce the volume of debris waste material quickly, efficiently, and effectively. The methods employed will include chipping, grinding and/or shredding and incineration.

Volume reduction methods reduce the volume of disaster debris (including vegetative debris, construction demolition debris, plastics, rubber, and metals) to decrease impact on disposal facilities or create opportunities to reuse debris. Descriptions of volume reduction methods are as follows:

- Chipping, Grinding and/or Shredding: Effective chipping, grinding and/or shredding can reduce the waste volume by up to 75 percent. We have assembled the team, the equipment and capability to process material in large volumes immediately upon issue of the NTP. LGS has an organic capability based on our past performance and experience in disaster recovery at the federal, state, and local level as shown in our past performance. In addition to our own capabilities, we have outstanding small business subcontractors who will support the LGS team in chipping, grinding and/or shredding the debris that is suitable for this method. We have equipment that can be quickly moved to the operational area to facilitate volume reduction. The equipment includes several high-quality, modern pieces of volume reduction equipment. In addition, we will put preexisting contracting in place to lease or buy additional equipment if necessary to support operations. We will work with City of Bentonville, stakeholders, and potential users and purchasers of the reduced material in disposing of it quickly and cost-effectively for recycling and reuse applications. The benefit of using a reduction method can be increased by identifying alternate uses for the residual material. The ability to use recycled wood chips as mulch for agricultural purposes, fuel for industrial heating, or in a cogeneration power plant helps to offset the cost of the reduction operations. Jurisdictions using chipping, grinding and/or shredding to reduce the volume of vegetative debris must be careful to ensure that contaminants such as plastics, soils, rocks, and special wastes are not present in the vegetative debris after processing. LGS has state of the art technology to separate contaminants from vegetative debris to produce a clean product for beneficial reuse. Care must also be taken when reducing construction and demolition debris to ensure that it does not contain hazardous materials, such as asbestos or lead.



Vegetative Mulching - MS Tornadoes 2017

- Incineration: Air curtain pit incineration, portable incinerators, and controlled incineration in rural areas are all methods for reducing disaster debris. The decision to use incineration as a reduction strategy for some types of debris would be made by the Clean Air Regulatory Agency. We will use all appropriate incineration options upon approval by City of Bentonville and local authorities. LGS has extensive experience in all types of incineration. We understand the risk, the techniques to reduce the risk, and critical need to work with City of Bentonville and local authorities. However, we understand that incineration, when properly employed, can be a valuable tool in reducing the volume of debris and restoring public safety and health in disaster areas. It is a process we have used extensively and effectively in disaster management operations. Potential incineration methods include Hog Fuel Incinerators, Air Curtain Pit Incineration, Pre-permitted Portable Incinerators and Rural Controlled Incineration.



Open Air Incineration – Katrina 2005

Problem Waste Processing and Disposal

Problem waste, such as pathogenic waste; white goods; household hazardous waste; or biological or nuclear waste, requires additional handling before it can be processed or disposed of and will vary depending on the type and scope of the debris-causing incident. During debris processing, problem waste

should be removed and stored in a secure location until it can be disposed of properly. Because of their prevalence during debris-causing incidents, several types of waste warrant further discussion:

- Household Hazardous Waste (HHW): HHW has been prevalent during past disaster debris causing incidents. Task Order specific strategies need to be developed to collect and store HHW during disaster debris operations. The actual approach and methodology for handling HHW, HTRW and other specialized wastes are in Section 3.2 of this proposal.



- White Goods: White goods (including refrigerators) are commonly discarded after debris-causing incidents because they no longer function or as a result of extended power outages that cause their contents to decompose. Refrigerators are often processed in groups to remove the refrigerant along with any food waste, before being recycled.



- Electronic Waste (E-waste): E-waste may contain a variety of potentially toxic chemicals, including heavy metals and polychlorinated biphenyls (PCBs). EPA has specifically classified cathode ray tube (CRT) monitors as hazardous waste, and other electronic components may also qualify. Whenever possible, E-waste should be separated from other waste and recycled by an e-waste processor.



- Treated Wood: Treated wood includes different types of building material, including telephone poles, railroad ties, fence posts, and wood used to construct docks. Care needs to be taken to ensure treated wood is not chipped, shredded, mulched, composted, incinerated, or disposed of in unlined landfills during processing and disposal.



- Gypsum Drywall: When gypsum deteriorates in landfills it can create hydrogen sulfide gas, which poses an explosion and inhalation hazard. Large amounts of drywall are often created during storms and floods. Landfill managers must be aware of this and implement the proper precautions. If possible, gypsum drywall should be recycled rather than disposed of in a landfill.



- Asbestos: Regulations for asbestos handling are well established by several different local, state, and federal agencies, including Ecology and the Clean Air Regulatory Agencies. After a major debris- causing incident, asbestos inspections may not be possible prior to demolition, resulting in an increased risk to public health. Jurisdictions should work with the Clean Air Regulatory Agency and local public health agencies to ensure waste that possibly contains asbestos is properly handled and disposed of.



- Human Waste: Following a disaster that disables water, sewer, or septic systems, citizens may have human waste stored in containers that require disposal. This is considered biohazardous waste that cannot be included in the debris stream. Close cooperation is necessary between emergency managers, local public health officials, and utility personnel to properly collect and dispose of this waste.



Whenever possible, jurisdictions should attempt to segregate hazardous substances from the waste stream as early in processing as possible to prevent contamination of larger amounts of waste.
Jurisdictions undergoing any cleanup effort that includes hazardous waste should consult with their local hazardous waste staff, public health officials, and EPA to ensure the protection of public health.

Debris Sorting and Diversion

When establishing and operating debris management and neighborhood collection sites the site manager is responsible for ensuring appropriate staff are available to monitor debris and ensure debris are sorted into appropriate categories for recycling, reuse, special waste processing, and disposal.

Effective sorting and diversion begin at the point of pickup in neighborhoods and communities. LGS will work with the stakeholders to educate residents who are affected to encourage sorting, when possible, at the point of origin. LGS has established the organization and capability to mobilize quickly with tools, equipment, and PPE to begin the sorting and diversion process immediately upon issue of the NTP. This will ensure immediate positive benefits to the affected communities and reduce the risk of health-threatening pathogens, vermin, and injury from disaster debris. We have organized to deal with all categories of recyclables and reusables quickly and effectively, waste requiring special processing and waste that can be immediately disposed of. Effective sorting in the early stages of the debris removal process will optimize resource utilization, improve health and safety, and reduce the logistics burden of moving large volumes of debris quickly. Our company's profile, our past performance and supervision, and our small business teaming relationships illustrate our capacity to perform this critical task.

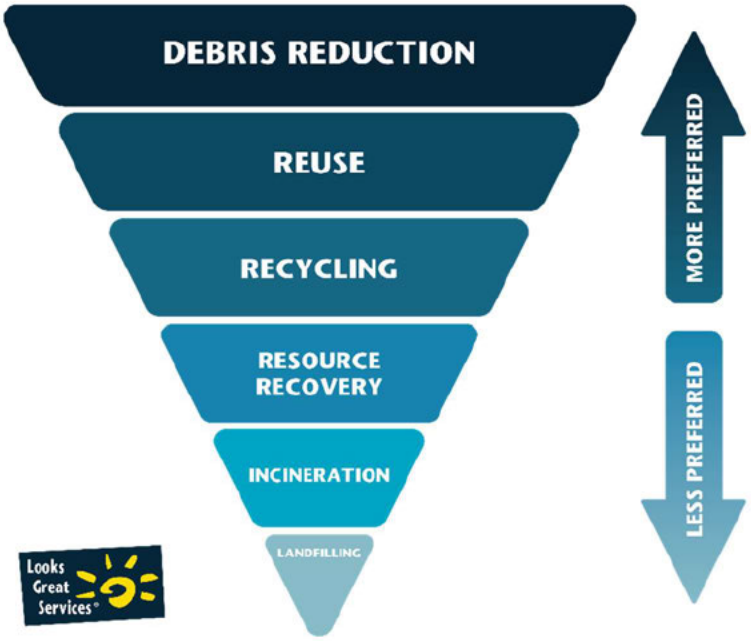


Figure 4: Solid Waste Management Hierarchy

*Diversion of optimal MSW from landfills and incineration should be part of the any comprehensive solid waste disposal plan as incineration is an outmoded 1980's technology. The U.S. Environmental Protection Agency (EPA) does not consider waste to energy (WTE) incineration to be a recognized form of recycling. While there are a few states that legislatively consider WTE to receive some recycling credit, WTE creates airborne pollutants that are toxic and generate volume of 27% of toxic ash that must be permanently landfilled.

Conclusion

Disaster recovery directly affects the life and health of our fellow citizens. The moral imperative of a quick, effectual response to the needs of our fellow citizens is urgent and compelling. The contractors who are selected for this critical task must have the capabilities to perform, but they must also appreciate the human dimension of this important work. LGS has assembled a team with all the skills and capabilities. Because of our experience in emergency services response, we fully understand and appreciate the human dimension. We have provided evidence of our capabilities and experience and look forward to working with City of Bentonville if we are selected for support of this critical mission.

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EXHIBIT C

RFP-24-84 FEE AND SCHEDULE

	ITEM DESCRIPTION	ADDITIONAL ITEM DESCRIPTION (IF APPLICABLE)	UNIT OF MEASUREMENT	UNIT PRICE
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL		CY	$8.45
2	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS		CY	$9.45
2A	REMOVAL OF C&D DEBRIS FROM ROW AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY the City, tipping fees will be a pass through cost to the City. (NON DMS OPTION)		CY	$12.45
3	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM PARKS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL. TIPPING FEES SHALL BE A PASS THROUGH COST TO THE CITY.		CY	$12.45
4	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM RECREATIONAL TRAILS TO DMS OR FINAL DISPOSAL/APPROVED LANDFILL. TIPPING FEES SHALL BE A PASS THROUGH COST TO THE CITY		CY	$12.45
5	DMS SITE MANAGEMENT AND REDUCTION BY GRINDING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$3.50
6	DMS SITE MANAGEMENT AND REDUCTION OF VEGETATION BY AIR CURTAIN BURNING, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$2.00
7	DMS SITE MANAGEMENT AND REDUCTION OF C&D DEBRIS BY GRINDING OR MECHANICAL COMPACTION, Includes preparation, operation, remediation, and management of disaster related debris delivered to the DMS by the Contractor or City.		CY	$3.00
8A	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO ITS FINAL DESTINATION City specified. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$6.00
		30 - 60 Miles	CY	$7.00
		Greater than 60 Miles	CY	$8.00
8B	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING (ASH) FROM DMS TO APPROVED LANDFILL AS DIRECTED BY the City. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$9.00
		30 - 60 Miles	CY	$10.00
		Greater than 60 Miles	CY	$11.00

9	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL. Tipping fees shall be a pass through cost to the City.	0 - 30 Miles	CY	$7.00
		30 - 60 Miles	CY	$8.00
		Greater than 60 Miles	CY	$9.00
10A	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them on ROW.		TREE	$88.00
10B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees in the size categories listed and place them on the ROW. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$165.00
		24 inches to 35.99 inches diameter	TREE	$415.00
		36 inches to 47.99 inches diameter	TREE	$670.00
		Greater or equal to 48 inches diameter	TREE	$1,195.00
10C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the ROW. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	TREE	$225.00
		24 inches to 35.99 inches diameter	TREE	$585.00
		36 inches to 47.99 inches diameter	TREE	$895.00
		Greater or equal to 48 inches diameter	TREE	$1,475.00
11	EXCAVATION/REMOVAL OF PARTIALLY UPROOTED STUMPS. This includes partially uprooted stumps requiring extraction, with 50% or more of the root ball exposed. Diameter is measured at 2' above ground level. Price is to include extraction, transport, disposal, and filling the root-ball hole. Stumps placed on the ROW or not requiring extraction and all stumps under 24" in diameter at 2' above ground will be hauled as vegetative debris, under line item 2. Contractor shall backfill holes and ruts left by excavation of the stump.	24 inches to 35.99 inches diameter	STUMP	$400.00
		36 inches to 47.99 inches diameter	STUMP	$600.00
		Greater or equal to 48 inches diameter	STUMP	$800.00
12A	REMOVAL OF HAZARDOUS LIMBS FROM THE CITY PARKS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City and place them in the PARK.		TREE	$88.00
12B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees in the size categories listed and place them in the PARK. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$165.00
		24 inches to 35.99 inches diameter	TREE	$415.00
		36 inches to 47.99 inches diameter	TREE	$670.00
		Greater or equal to 48 inches diameter	TREE	$1,195.00
12C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY PARKS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed and place them on the PARK. Work will also include filling in the root ball hole.	6 inches to 23.99 inches diameter	TREE	$225.00
		24 inches to 35.99 inches diameter	TREE	$585.00
		36 inches to 47.99 inches diameter	TREE	$895.00
		Greater or equal to 48 inches diameter	TREE	$1,475.00

13A	REMOVAL OF HAZARDOUS LIMBS FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous hanging limbs 2" or greater in diameter as directed by the City.		TREE	$115.00
13B	REMOVAL OF HAZARDOUS TREES, LESS THAN 50% OF ROOTBALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees in the size categories listed. All tree work will be completed flush cut with ground.	6 inches to 23.99 inches diameter	TREE	$185.00
		24 inches to 35.99 inches diameter	TREE	$195.00
		36 inches to 47.99 inches diameter	TREE	$720.00
		Greater or equal to 48 inches diameter	TREE	$1,285.00
13C	REMOVAL OF HAZARDOUS TREES, 50% OR MORE OF ROOT BALL EXPOSED FROM CITY RECREATIONAL TRAILS. The Contractor shall remove hazardous trees and extract root ball in the size categories listed. Work will also include filling the root ball hole.	6 inches to 23.99 inches diameter	TREE	$645.00
		24 inches to 35.99 inches diameter	TREE	$1,285.00
		36 inches to 47.99 inches diameter	TREE	$1,965.00
		Greater or equal to 48 inches diameter	TREE	$2,695.00
14	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect, transport, and dispose household hazardous wastes in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		LB	$5.00
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.		UNIT	$45.00
16	REMOVAL, HAULING, OF ELECTRONIC WASTES (EWASTES). The Contractor shall collect, transport, and dispose e-waste in accordance with state and federal requirements. Disposal location to be pre-approved by the City before use. [Tipping fees to be a pass through cost to the City. Fees must be approved in writing prior to commencement of work]		UNIT	$5.00

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EXHIBIT D

FEMA PROVISIONS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Remedies.

(1) In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.02 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation identified in Section [ ] above.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Davis-Bacon Act.

When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor*. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach*. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.04 Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.*

a. *Withholding Process.* The City of Bentonville may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part.

2.05 Rights to Inventions Made Under a Contract.

The Contractor shall comply with the provisions of 37 C.F.R. Part 401 regarding any invention or discovery (i) conceived or first actually reduced to practice in the performance of work under this Contract; and (ii) which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protectable under the Plant Variety Protection Act found at 7 USC § 2321. Contractors shall make required disclosures, make timely elections, and

take such actions as are required by federal law regarding inventions described in this paragraph. The provisions of this paragraph shall not apply to a contract made for educational purposes.

2.06 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

2.07 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.08 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

(1) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

2.09 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirement of Section 6002 of the Solid Waste Disposal Act.

(3) The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

2.10 Prohibition on Contracting for Covered Telecommunications Equipment or Services

(1) *Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, as used in this clause—

(2) Prohibitions.

a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain video surveillance and telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for national security reasons.

b. Unless an exception in paragraph (3) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) Exceptions.

a. This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

b. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

1. Are not used as a substantial or essential component of any system; and

2. Are not used as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) Reporting requirement.

a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (4)(b) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

b. The Contractor shall report the following information pursuant to paragraph (4)(1) of this clause:

i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

2.11 Domestic Preference for Procurements

The contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2.12 Build America, Buy America Act (BABAA)

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Bentonville with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel,

manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to the federal agency.

The undersigned certifies, to the best of their knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the (insert name of project) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ARTICLE 3. RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

(1) The Contractor agrees to provide the City of Bentonville, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(4) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the recipient or subrecipient) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to

be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3.07 Affirmative Socioeconomic Steps

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

3.08 License and Delivery of Works Subject to Copyright and Data Rights

The Contractor grants to the City of Bentonville, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City of Bentonville or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17

U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City of Bentonville data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City of Bentonville.

3.09 Build America, Buy America Act Preference

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

3.10 Creating Good Jobs

Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

3.11 Buy Clean

The City of Bentonville encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, the City of Bentonville encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LOOKS GREAT SERVICES OF MS, INC, FOR DEBRIS REMOVAL AND DISASTER RECOVERY SERVICES, ON AN AS NEEDED BASIS, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THROUSAND DOLLARS ($500,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Purchasing and Compliance Department accepted professional service proposals for debris removal and disaster recovery services to utilize in emergent situations;

WHEREAS, Looks Great Services of MS, Inc. was selected under RFP-24-84 pursuant to the City of Bentonville's selection process in accordance with the City's Purchasing and Compliance Policy and state law; and

WHEREAS, no budget adjustment is needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS.

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a professional services agreement with Looks Great Services of MS, Inc., for disaster recovery services and debris removal, in a total contract amount not to exceed five hundred thousand dollars ($500,000,00);

Section 2: This professional services agreement was procured in compliance with state law and the City's Purchasing and Compliance Policy for the selection of professional services;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	5/27/2025	**Submitted By:**	Deputy Chief Kevin Boydston
Phone:	479-271-3151	**For Department(s):**	Fire
Email:	kboydston@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☑ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Amending the 2025 Budget to Purchase a 2024 E-One Pumper for Fire Station 8
Action Recommendation & Justification:	A Resolution authorizing a budget adjustment in the amount of $999,000.00 to purchase a 2024 E-One Pumper for Station 8, to be used as a temporary replacement for Engine 3. A budget adjustment is needed to appropriate impact fees.
Additional Comments for Consideration (Optional):	Purchase a 2024 E-One Pumper for $1,044,000.00 utilizing impact fees and a (-$45,000.00) trade in credit. Total after credit is $999,000.00. Engine 8 can be purchased now using impact fees at a savings to the City. It will temporarily replace Engine 3 until its planned permanent replacement in 2027. Insurance proceeds from the the totaled Engine 3 will be held and used towards the permanent replacement when budgeted and scheduled in the CIP.
Amount for Approval:	$ 999,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER: _____

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
252020-49110	Transfer out - General	$ 999,000.00	$
102020-39192	Transfer In - Impact/Capacity	$	$ 999,000.00
102020-47420	Vehicles	$ 999,000.00	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☑ Other(s): Impact Fees

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET TO UTILIZE IMPACT FEES FOR THE PURCHSE OF A 2024 E-ONE PUMPER FOR FIRE STATION 8; AND FOR OTHER PURPOSES.

WHEREAS, City Council approved the purchase a 2024 E-One Pumper for Fire Station 8 for a purchase price of One-Million Forty-Four Thousand Dollars ($1,044,000.00);

WHEREAS, City Council approved the 2000 E-One 75'HP as surplus to be traded in on the purchase of the 2024 E-One Pumper for a trade-in credit of Forty-Five Thousand Dollars ($45,000.00); and

WHEREAS, a budget adjustment is needed to utilize impact fees for the remaining cost.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The 2025 Budget is hereby adjusted to appropriate nine-hundred ninety-nine thousand dollars ($999,000.00) from Account #252020-49110 – Transfer Out-General into Account #102020-39192 – Transfer In-Impact/Capacity;

Section 2: The 2025 Budget is further adjusted to transfer the same from Account #102020-39192 – Transfer In-Impact/Capacity into Account #102020-47420 – Vehicles;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, MAYOR

ATTEST:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☑ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-25-42-Boring and Trenching Services to Calcon, Inc.
Action Recommendation & Justification:	Resolution awarding bid IFB 25-42-Boring and Trenching Services to Calcon, Inc. per the unit prices attached. Utility Board approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Calcon, Inc. was the lowest most responsive and responsible bidder. The contract will be available for use by all City Departments in need of these services. The term of the contract will be for 1 year, renewable annually upon mutual written agreement via amendment for a total maximum term of 3 years.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/27/25	Time of Bid Opening:	1:30 PM	IFB-25-44

Solicitation Title: Trenching and Borning Services

This section is NOT included in total bid price

				Bidders:	Calcon, Inc.				Onpoint Excavation, LLC.			
Line Item	**Item Description**	**Estimated Quantity (A)**	**Unit**		**Price Per Unit**		**Extended Price (auto calculates)**		**Price Per Unit**		**Extended Price (auto calculates)**	
					Dirt	**Rock**	**Dirt**	**Rock**	**Dirt**	**Rock**	**Dirt**	**Rock**
Bore Pit (per vertical FT)												
1	Depth more than 8'	1	Vertical Foot		$2,500.00	$5,000.00	$2,500.00	$5,000.00	$100.00	$150.00	$100.00	$150.00
Miscellaneous												
2	2-Man Crew Labor	10	per hour		$400.00	$400.00	$4,000.00	$4,000.00	$150.00	$185.00	$1,500.00	$1,850.00
3	Placing SWGR Vaults	10	Each		$6,500.00	$8,500.00	$65,000.00	$85,000.00	$2,200.00	$5,000.00	$22,000.00	$50,000.00
4	Placing Comcast (fiberglass) JB	10	Each		$800.00	$1,000.00	$8,000.00	$10,000.00	$350.00	$450.00	$3,500.00	$4,500.00
5	Placing Single Phase Transformer Pads	10	Each		$550.00	$550.00	$5,500.00	$5,500.00	$75.00	$80.00	$750.00	$800.00
6	Placing Secondary Pedestals	10	Each		$450.00	$450.00	$4,500.00	$4,500.00	$100.00	$125.00	$1,000.00	$1,250.00
7	8" Direction Bore	10	LF		$200.00	$350.00	$2,000.00	$3,500.00	$50.00	$50.00	$500.00	$500.00
8	Mule Tape (only in bore pipe/upon request)	10	LF		$3.50	$3.00	$35.00	$30.00	$0.30	$0.30	$3.00	$3.00
9	Sawcut, Remove/Replace Concrete (4"-6")	10	SF		$42.50	$42.50	$425.00	$425.00	$225.00	$275.00	$2,250.00	$2,750.00
10	Sawcut, Remove/Replace Asphalt (2"-3")	10	SF		$42.50	$42.50	$425.00	$425.00	$200.00	$250.00	$2,000.00	$2,500.00

11	Place Fiber Optic Handhole 30"x48"36"	10	Each	$700.00	$850.00	$7,000.00	$8,500.00	$525.00	$575.00	$5,250.00	$5,750.00
12	Place Fiber Optic Handhole 30"x48"24"	10	Each	$625.00	$750.00	$6,250.00	$7,500.00	$225.00	$275.00	$2,250.00	$2,750.00
13	Place Passive Cabinet Base	10	Each	$650.00	$800.00	$6,500.00	$8,000.00	$75.00	$100.00	$750.00	$1,000.00
14	Pour Active Cabinet Concrete Base	10	Each	$2,850.00	$3,500.00	$28,500.00	$35,000.00	$1,200.00	$1,500.00	$12,000.00	$15,000.00
15	Place Maxcell (For fiber installs only)	10	LF	$10.00	$10.00	$100.00	$100.00	$10.00	$12.00	$100.00	$120.00
16	Place Tracer Wire (For fi	10	LF	$4.50	$4.50	$45.00	$45.00	$0.40	$0.40	$4.00	$4.00

TOTAL BID PRICE CALCULATION SECTION

				Bidders:	**Calcon, Inc.**			**Onpoint Excavation, LLC.**			
Line Item	**Item Description**	**Estimated Quantity (A)**	**Unit**	**Price Per Unit**		**Extended Price (auto calculates)**		**Price Per Unit**		**Extended Price (auto calculates)**	
				Dirt	**Rock**	**Dirt**	**Rock**	**Dirt**	**Rock**	**Dirt**	**Rock**
Trenching (per Linear FT)											
2	2"	10	LF	$29.00	$39.00	$290.00	$390.00	$10.50	$15.60	$105.00	$156.00
3	3"	10	LF	$35.00	$45.00	$350.00	$450.00	$11.75	$17.00	$117.50	$170.00
4	4"	10	LF	$40.00	$50.00	$400.00	$500.00	$12.25	$18.00	$122.50	$180.00
5	5"	10	LF	$40.00	$50.00	$400.00	$500.00	$15.50	$22.00	$155.00	$220.00
6	6"	10	LF	$55.00	$65.00	$550.00	$650.00	$16.00	$22.50	$160.00	$225.00
Trenching Multiple Conduit Installation											
7	1.5" (Conductor In Conduit provided by BEUD)	10	LF	$10.00	$15.00	$100.00	$150.00	$9.00	$12.25	$90.00	$122.50
8	2"	10	LF	$15.00	$20.00	$150.00	$200.00	$8.00	$13.00	$80.00	$130.00
9	3"	10	LF	$18.00	$22.00	$180.00	$220.00	$9.00	$13.00	$90.00	$130.00

10	4"	10	LF	$20.00	$25.00	$200.00	$250.00	$9.00	$13.00	$90.00	$130.00
11	5"	10	LF	$20.00	$25.00	$200.00	$250.00	$12.00	$15.00	$120.00	$150.00
12	6"	10	LF	$29.00	$34.00	$290.00	$340.00	$13.00	$15.00	$130.00	$150.00
Trenching (w/o Conduit Installation) (per linear FT)											
13	18"x30"	10	LF	$12.00	$22.00	$120.00	$220.00	$7.00	$10.00	$70.00	$100.00
14	18"x52"	10	LF	$16.00	$28.00	$160.00	$280.00	$8.00	$12.00	$80.00	$120.00
Directional Boring (per linear FT)											
15	1.5" CIC (Conductor In Conduit provided by BEUD)	10	LF	$45.00	$55.00	$450.00	$550.00	$12.50	$16.00	$125.00	$160.00
16	2"	10	LF	$55.00	$65.00	$550.00	$650.00	$12.50	$16.00	$125.00	$160.00
17	3"	10	LF	$55.00	$65.00	$550.00	$650.00	$12.50	$16.00	$125.00	$160.00
18	4"	10	LF	$60.00	$70.00	$600.00	$700.00	$12.75	$16.75	$127.50	$167.50
19	5"	10	LF	$60.00	$70.00	$600.00	$700.00	$17.50	$22.00	$175.00	$220.00
20	6"	10	LF	$75.00	$95.00	$750.00	$950.00	$19.00	$24.00	$190.00	$240.00
Water Main (per linear FT)											
21	16" (.219 Wall Thickness)	10	LF	$190.00	$280.00	$1,900.00	$2,800.00	$290.40	$390.40	$2,904.00	$3,904.00
22	20" (.281 Wall Thickness)	10	LF	$210.00	$310.00	$2,100.00	$3,100.00	$392.40	$492.40	$3,924.00	$4,924.00
23	24" (.344 Wall Thickness)	10	LF	$220.00	$320.00	$2,200.00	$3,200.00	$714.00	$814.00	$7,140.00	$8,140.00
24	30" (.406 Wall Thickness)	10	LF	$230.00	$330.00	$2,300.00	$3,300.00	$1,292.00	$1,392.00	$12,920.00	$13,920.00

25	36" (.50 Wall Thickness)	10	LF	$240.00	$340.00	$2,400.00	$3,400.00	$2,054.00	$2,154.00	$20,540.00	$21,540.00
Sewer Main (per linear FT)											
26	16" (.219 Wall Thickness)	10	LF	$210.00	$310.00	$2,100.00	$3,100.00	$290.40	$390.40	$2,904.00	$3,904.00
27	20" (.281 Wall Thickness)	10	LF	$230.00	$330.00	$2,300.00	$3,300.00	$392.40	$492.40	$3,924.00	$4,924.00
28	24" (.344 Wall Thickness)	10	LF	$240.00	$340.00	$2,400.00	$3,400.00	$714.00	$814.00	$7,140.00	$8,140.00
29	30" (.406 Wall Thickness)	10	LF	$250.00	$350.00	$2,500.00	$3,500.00	$1,292.00	$1,392.00	$12,920.00	$13,920.00
30	36" (.50 Wall Thickness)	10	LF	$260.00	$360.00	$2,600.00	$3,600.00	$2,054.00	$2,154.00	$20,540.00	$21,540.00
TOTAL BID PRICE CALCULATION											
						DIRT - Subtotal of Extended Prices (Auto Calculates)	**$ 29,690.00**			**$**	**97,133.50**
						ROCK - Subtotal of Extended Prices (Auto Calculates	**$ 41,300.00**			**$**	**107,947.00**
						TOTAL BID PRICE (in numbers-Auto Calculates):	**$ 70,990.00**			**$**	**205,080.50**
TABULATION VERIFICATION											

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CALCON, INC. FOR BORING AND TRENCHING SERVICES PER THE UNIT PRICES; AND FOR OTHER PURPOSES.

WHEREAS, Calcon, Inc. is the lowest qualified bidder for bid IFB-25-42;

WHEREAS, this contract covers boring and trenching services and can be utilized by all City Departments in need of these services;

WHEREAS, the term of the contract would be for one (1) year, renewable annually upon mutual written agreement via amendment for a total maximum term of three (3) years; and

WHEREAS, no budget adjustment is necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Calcon, Inc. for boring and trenching services for a one (1) year contract, renewable annually upon mutual written agreement via amendment for a total maximum term of three (3) years, per the unit prices;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☑ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☑ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement
Action Recommendation & Justification:	A Resolution authorizing a contract amendment for the IDIQ contract with Calcon, Inc. and amending the 2025 budget to increase the amount by $500,000.00. Utility Board approved 4-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024 and was previously amended on 1/14/2025 and 4/22/2025. The contractor exceeds production expectations and is helping to reduce water loss with every service line that is replaced.
Amount for Approval:	$ 500,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-44450	Pub Works by Proj Maint	$ 500,000.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

This contract amendment will be funded by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the "Amendment"), dated _____ is made by the City of Bentonville, Arkansas ("City") and Calcon, Inc. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the "Agreement").

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed $500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed $1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 22, 2025, in an amount not to exceed $1,500,000.00 per year for each contract awarded.

4. The Agreement is Amended as follows:

5. The estimated total of payments for the contract is estimated to be $2,000,000.00 per contract term.

6. This Amendment shall be effective immediately when fully executed.

7. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CALCON, INC., INCREASING THE CONTRACT AMOUNT BY FIVE-HUNDRED THOUSAND DOLLARS ($500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a contract with Calcon, Inc. dated November 20, 2024, which has previously been amended twice;

WHEREAS, the need has arisen to amend the contract for a third time to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Calcon, Inc. for additional services, increasing the contract amount by five hundred thousand dollars ($500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars ($500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project Maintenance;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Beau Thompson
Phone:	(479)271-3140	**For Department(s):**	Water Utilities (Water)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☑ Change Order
☐ Recognizing Funds ☑ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause

☐ Ordinance ☑ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Resolution for Amendment 1 - WMP Project 1 - I St. 48" Water Main Ext., Environmental Assessment
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Freese and Nichols, in the amount of $40,000.00, for an Environmental Assessment associated with WMP Project 1 - I Street 48" Water Main Extension. Utility Board approved 4-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original contract with Water Utilities for the 48" Water Main Extension is valued at $1,145,670.00. Amendment #1 increases that contract amount to $1,185,670.00. The Environmental Assessment is being conducted in preparation for Arkansas Natural Resources Division funding options. The funding source was unknown at the time of the original contract. Freese and Nichols was selected following the City's Purchasing Policy for professional services.
Amount for Approval:	**$** 40,000.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

503020-47320	Improvs Other - Water Improv	$ 40,000.00	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This amendment (the "Amendment"), dated May 23, 2025, is made by the City of Bentonville, Arkansas ("City") and Freese and Nichols, Inc. ("Professional Consultant"), parties to the Statement of Qualifications with Bentonville Water Utility Department, for Professional Civil Engineering Services for the 48-Inch Supply Transmission Main Extension Project, dated March 28, 2024 (the "Agreement").

1. In accordance with Article IV (Additional Services), any service outside of the work described herein or included by reference hereto must be pre-approved by the City and executed as an amendment.

2. The Agreement is Amended as follows:

3. The Parties have mutually agreed to increase the total amount of the Agreement by $40,000.00 due to an Environmental Assessment associated with WMP Project 1 - I Street 48" Water Main Extension.

4. The estimated total of payments for the agreement is not to exceed $1,185,670.00.

5. This Amendment shall be effective immediately when fully executed.

6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

FREESE AND NICHOLS
Innovative approaches
Practical results
Outstanding service
903 N. 47th Street, Suite 250 + Rogers, Arkansas 72756 + 479-434-1160 + FAX 817-735-7491 www.freese.com

May 23, 2025

City of Bentonville Water Utility Department
3200 SW Municipal Drive
Bentonville, AR 72712

Re: Professional Services Amendment for the 48-inch Supply Transmission Main Extension Project for City of Bentonville, Water Utility Department (BWU)

Dear Beau Thompson,

Freese and Nichols, Inc. (FNI) is pleased to submit this proposal for providing professional services to City of Bentonville Water Utility Department (BWU) for the completion of Arkansas Natural Resources Commission (ANRC) funding application and requisite environmental work for application for Arkansas Clean Water State Revolving Loan Funds.

PROJECT UNDERSTANDING
It is our understanding of the scope of work under this amendment is to provide additional environmental services such that the environmental study is sufficient for the Arkansas Clean Water State Revolving Loan Funds program.

SCOPE OF SERVICES
Freese and Nichols, Inc. (FNI) will render the following professional services in connection with the development of the Project, Professional Civil Engineering Services for the 48-inch Supply Transmission Main Extension Project for City of Bentonville Water Utility Department (BWU).

Environmental Assistance (in support of funding applications):
In conjunction with design work FNI shall render the following Environmental Services to aid BWU with application(s) for Arkansas Clean Water State Revolving Loan Funds.

It is FNI's understanding that the Natural Resources Division (NRD) of the Arkansas Department of Agriculture (ADA) requires either a Categorical Exclusion (CE) or an Environmental Assessment (EA) to authorize projects receiving funding through the Clean Water State Revolving Fund (CWSRF) loan program. FNI shall provide the following services as part of the NRD/ADA environmental review process:

1) Meeting with NRD/ADA – FNI will meet virtually with the environmental reviewer for the Natural Resources Division to present the proposed project and to determine if a Categorical Exclusion (CE) or an Environmental Assessment (EA) is required. Since the proposed project includes new water lines and is not a functional replacement of an existing line, FNI assumes preparation and submittal of an Environmental Information Document (EID) will be required.
2) Gather and Review Existing Information – FNI will assemble and review data such as aerial photographs, USGS topographic maps, National Wetlands Inventory (NWI) maps, the USGS National Hydrography Dataset (NHD), City and County GIS data, preliminary engineering reports, and soils data

within the area of the proposed project area. FNI will review environmental risk database reports to assess the potential for hazardous materials contamination on property to be acquired or constructed upon as part of the project.

3) Preparation of draft EID – FNI will prepare a draft EID following the "Arkansas Department of Agriculture, Natural Resources Division, Environmental Checklist and Information Document."
4) Agency Coordination – FNI will submit coordination/notification letters and/or the draft EID to local, state, and federal agencies, as directed by the NDR/ADA environmental reviewer. Agencies likely to be contacted include:

   - U.S. Army Corps of Engineers (USACE),
   - U.S. Fish and Wildlife Service (USFWS),
   - Federal Emergency Management Agency (FEMA),
   - Arkansas Historic Preservation Program (AHPP),
   - State Historic Preservation Officer (SHPO),
   - Other local, regional and State agencies that may have jurisdiction,
   - Initial tribal coordination will include preparation of a draft letter to be submitted to the tribes based on NRD/ADA direction.

   Comments received from the agencies (and/or Tribes) will be incorporated into the final EID. If necessary, FNI shall work with BWU to prepare and submit written responses to address comments. FNI assumes this project shall be non-controversial and comments minimal. If an unusual level of agency comments may cause FNI's budget to be exceeded, FNI will notify BWU Project Manager for written authorization before proceeding.

5) Cultural Resources – A cultural resources review of the Project may be required under Section 106 of the National Historic Preservation Act (NHPA). FNI shall provide the following cultural resources services:

   a) Review desktop-level datasets to assess project's potential for affecting significant archaeological resources. The results of the background review and interpretation will be summarized in a technical memorandum that can be submitted to the NRD/ADA and/or the SHPO.
   b) If an archeological survey is required to assess project-related impacts to significant resources, right-of-entry will be provided by BWU.
   c) Prepare a report after field survey summarizing the results of the investigations and making management recommendations.
   d) FNI assumes the following work associated with cultural resources:

      - All proposed work is subject to Section 106.
      - One round of comments for each document. Further rounds of edits are deemed to be out of scope and shall require supplemental fee.
      - Right of entry agreements will be available at the time of field survey and access will be coordinated and obtained by BWU.
      - One field mobilization to conduct the survey. Repeated field visits caused by partial right of entry may be considered supplemental to the scope.
      - Backhoe trenching will not be required as part of this survey.
      - This scope and cost estimate does not include NRHP/DOE eligibility testing, mitigation, or data recovery.
      - No built environment resources will be recorded.
      - No archaeological sites or cultural resources will be documented outside of the project

boundaries.
- Survey will be conducted along transects spaced 65 ft apart with subsurface tests excavated at a rate of 1 test per 65 ft.
- No more than two archeological sites within the project location would be documented.
- This scope and fee do not include permanent curation of artifacts or project records. Should artifacts be encountered, they will be documented and reburied in situ.

6) Public Meeting – FNI will assist BWU Project Manager with one (1) Public Meeting, held at a physical location determined by BWU, by preparing a public notice for BWU to submit to local newspaper(s) and social media sites. FNI will participate in the public meeting and summarize the results of the meeting into the EID. BWU will be responsible for having the public notice published (according to NRD/ADA guidance it must be published 10 days before the public meeting) and all costs associated with the publication.
7) Preparation of Final EID – FNI will incorporate comments into the draft EID. After agency coordination is concluded, the draft EID will be finalized by incorporating required changes or comments received into the final document. The final EID will be submitted to the NRD/ADA for approval.

ESTIMATED SCHEDULE

FNI assumes the EID process (including a potential archeological survey) is typically a three to eight month process, depending on comments or requirements. Schedule assumptions are detailed as follows:

- Initial Coordination with NRD/ADA environmental review – 10 days following notice to proceed (NTP)
- Draft EID and draft Agency Coordination Letters for BWU review – 30 days following NTP
- Agency Coordination – 10 days following BWU approval of Agency Coordination Letters
- Conclude Agency Coordination – Approximately 120 days following submittal of Agency Coordination Letters
- Public Meeting – Approximately 30 days after Draft EID is approved by BWU
- Final EID submitted for City review – 15 days following receipt of all agency concurrences

Additional Services, added by Amendment as needed

1) Preparation of a permit application or pre-construction notification under Section 404 of the Clean Water Act.
2) Request of an Approved Jurisdictional Determination from the USACE.
3) Presence/absence surveys for federally listed threatened/endangered species.
4) Phase I/II Environmental Site Assessment.
5) Identification of tree species and/or preparation of a tree mitigation plan required due to tree ordinance compliance.
6) Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
7) Other environmental services not specifically defined in this scope of services.

PROJECT SCHEDULE

FNI will commence work upon receipt and execution of contract or task order and agrees to complete the services per the schedule.

COMPENSATION
FNI proposes to provide services as described herein for the lump sum fee of Forty Thousand Dollars ($40,000.00).

We appreciate this opportunity to submit this proposal. If additional information or clarification is desired, please do not hesitate to contact us. If you agree with the services described above and wish for us to proceed with this assignment, please initiate contract proceedings.

Sincerely,
FREESE AND NICHOLS, INC.

[redacted]

Principal/Vice President

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH FREESE AND NICHOLS, INC., INCREASING THE CONTRACT AMOUNT BY FORTY THOUSAND DOLLARS ($40,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a contract with Freese and Nichols, Inc. dated March 28, 2024;

WHEREAS, the need has arisen to amend the contract to add an Environmental Assessment associated with WMP Project 1 – I Street 48" Water Main Extension; and

WHEREAS, a budget adjustment is needed to fund this amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Freese and Nichols, Inc., to add an Environmental Assessment associated with WMP Project 1 – I Street 48" Water Main Extension increasing the contract amount by forty thousand dollars ($40,000.00);

Section 2: The 2025 Budget is adjusted to appropriate forty thousand dollars ($40,000.00) from Utility Fund Reserves to Account #503020-47320 – Improvements Other-Water Improvement;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2015	**Submitted By:**	Taylor Allen
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

☑ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☐ Resolution ☑ Informational

Title, Recommendation & Justification

Title:	June Residential Landscape Award - 310 Huffman Street
Action Recommendation & Justification:	Recognition by City Council of the landscaping of residential property at 310 Huffman Street. The property was selected by the Tree & Landscape Advisory Committee and is the June Residential Landscaping of the Month award winner.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☑ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):


310

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

☐ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**
☑ **Ordinance** ☐ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Ordinance Amending Door-to-Door Solicitation Regulations
Action Recommendation & Justification:	An ordinance amending Bentonville Municipal Code Sec. 58-2 Door to Door Solicitation at Private Residences prohibiting door-to-door solicitation after 7:00 pm. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☑ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description	$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description	$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description	$ Expense	$ Revenue

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE SECTION 58-2 DOOR TO DOOR SOLICITATION AT PRIVATE RESIDENCES TO PROHIBIT DOOR-TO-DOOR SOLICATION AFTER 7:00 PM; AND FOR OTHER PURPOSES.

WHEREAS, the City Council has determined that door-to-door solicitation should not occur after 7:00 p.m. for public safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That City of Bentonville Municipal Code, *Sec. 58-2 Door to Door Solicitation at Private Residences* shall be and is hereby amended with the following:

(d) *Prohibition*. It is unlawful for any solicitor or peddler to:

(3) Conduct the activities of peddler or solicitor and knock on a door, ring the doorbell, or otherwise attempt to gain admittance at the residence between the hours of ~~9:00~~ 7:00 p.m. and 10:00 a.m.

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Tracy Billings
Phone:	479-696-0229	**For Department(s):**	Transportation
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

☐ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**
☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☑ **Emergency Clause**
☑ **Ordinance** ☐ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC24-0012)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 11 of Crystal Bridges Addition (VAC24-0012).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

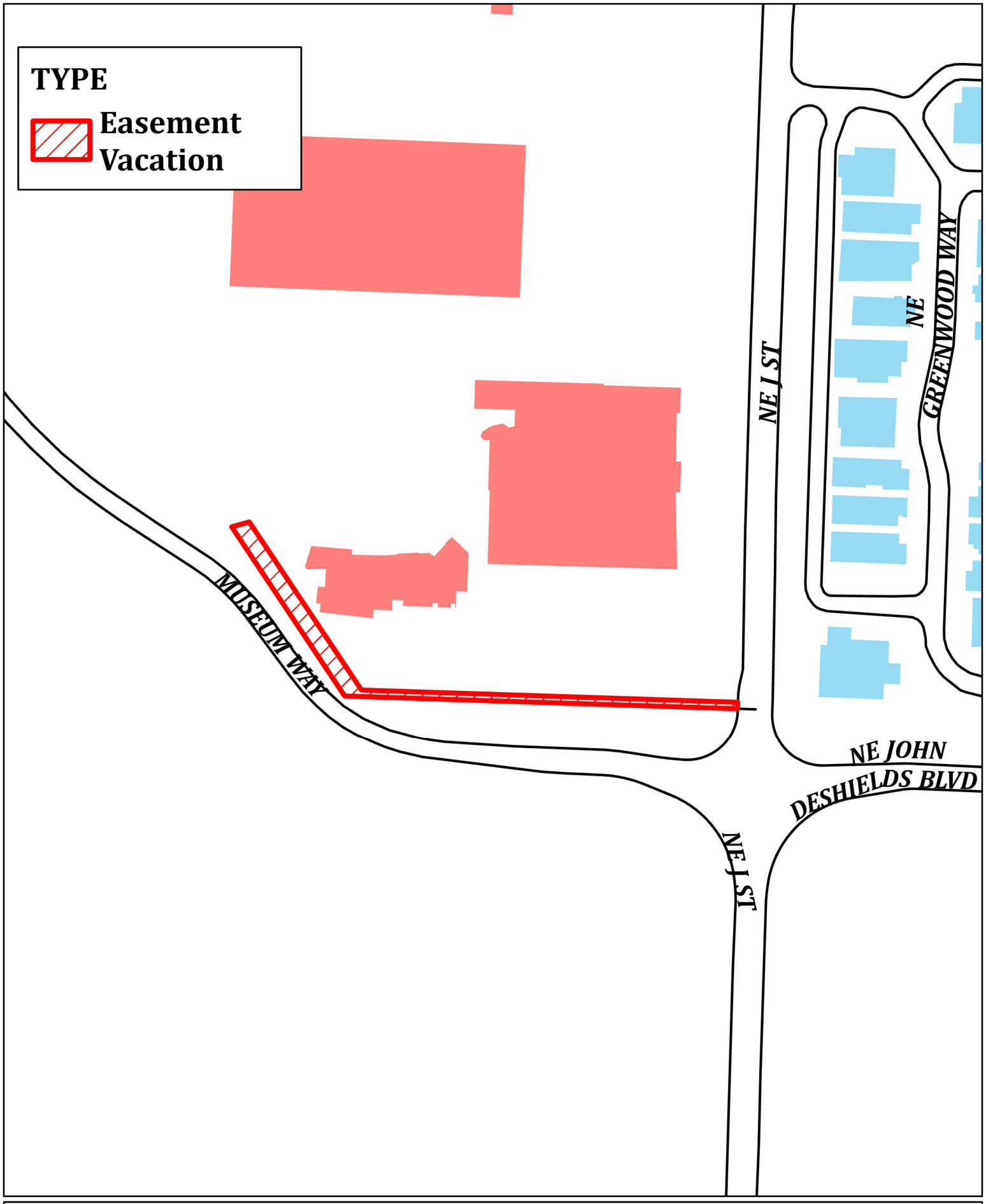
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

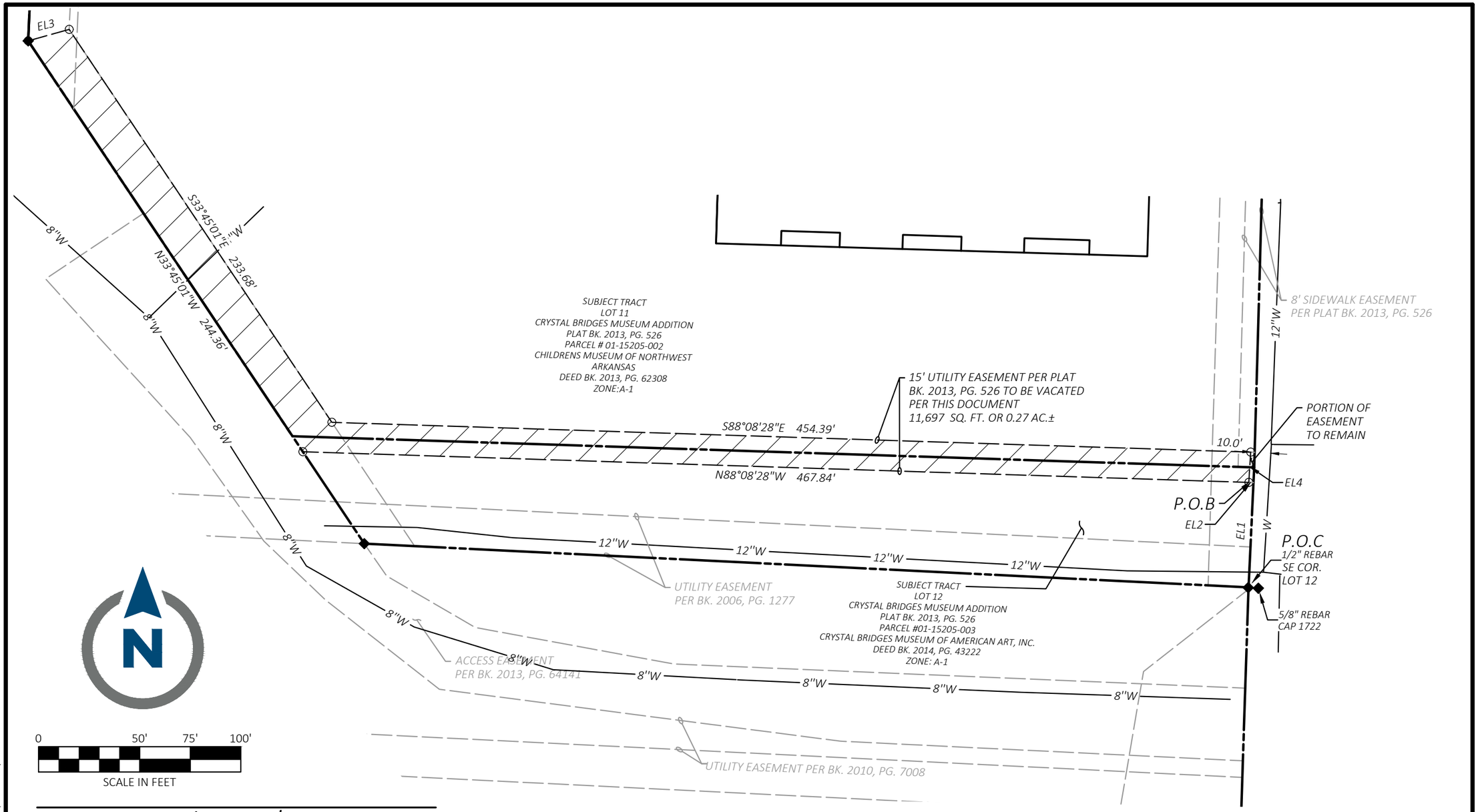
Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



N
W E
S

VAC24-0012
Amazeum Easement Vacation
1009 MUSEUM WAY



Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement to be Vacated
- Existing Easement Line
- W — Water Line
- Found Monument (As Noted)
- Vacated Easement

Easement Line Table		
LINE	BEARING	DISTANCE
EL1	N02°43'44"E	51.88'
EL2	N88°08'28"W	2.33'
EL3	N74°23'31"E	21.05'
EL4	S03°25'06"W	15.01'

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #10031500

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Easement Vacation
Crystal Bridges Museum of American Art, Inc.
1009 Museum Way
City of Bentonville , Benton County, Arkansas

PROFESSIONAL OF RECORD	DGR
DESIGNER	WSG
FIELD WORK	KDM
CEI PROJECT NUMBER	33387
DATE	4/23/2025
REVISION	REV-4

Exhibit B

SHEET TITLE

SHEET NUMBER

1 OF 1

DRAWING LOCATION - S:\33000\33387\DRAWINGS\SURVEY\WORKING\33387 AMAZEUM VACATE EXHIBIT.DWG -- SAVED BY - WPIERSON

© 2025 CEI ENGINEERING ASSOCIATES, INC.

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 11 OF CRYSTAL BRIDGES MUSEUM ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC24-0012); AND PROVIDING FOR AN EMERGENCY CLAUSE

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Arkansas by Children's Museum of Northwest Arkansas asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

Part of the Utility Easement shown at Plat Book 2013, Page 526 also being a part of Lot 11 and 12 of the Crystal Bridges Museum Addition to the City of Bentonville per Plat Book 2013, Page 526 in the Public Records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the Southeast Corner of said Lot 12;
THENCE along the East Line of said Lot 12, North 02°43'44" East, 51.88 feet,
THENCE departing said East Line, North 88°08'28" West, 2.33 feet to the **POINT OF BEGINNING**;
THENCE North 88°08'28" West, 467.84 feet to the West Line of said Lot 12;
THENCE along the West Lines of said Lot 11 and Lot 12, North 33°45'01" West, 244.36 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said West line, North 74°23'31" East, 21.05 feet;
THENCE South 33°45'01" East, 233.68 feet;
THENCE South 88°08'28" East, 454.39 feet;
THENCE South 03°25'06" West, 15.01 feet to the **POINT OF BEGINNING** containing **11,697** square feet or **0.27** acres, more or less.

WHEREAS, after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described right of way.

NOW THEREFORE BE IT ORDAINED, by the City Council of the City of Bentonville, Arkansas:

Section 1: The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

Part of the Utility Easement shown at Plat Book 2013, Page 526 also being a part of Lot 11 and 12 of the Crystal Bridges Museum Addition to the City of Bentonville per Plat Book 2013, Page 526 in the Public Records of Benton County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 1/2-inch rebar found at the Southeast Corner of said Lot 12;
THENCE along the East Line of said Lot 12, North 02°43'44" East, 51.88 feet,
THENCE departing said East Line, North 88°08'28" West, 2.33 feet to the **POINT OF BEGINNING**;
THENCE North 88°08'28" West, 467.84 feet to the West Line of said Lot 12;
THENCE along the West Lines of said Lot 11 and Lot 12, North 33°45'01" West, 244.36 feet to a 5/8-inch rebar with cap LS1618;
THENCE departing said West line, North 74°23'31" East, 21.05 feet;
THENCE South 33°45'01" East, 233.68 feet;
THENCE South 88°08'28" East, 454.39 feet;
THENCE South 03°25'06" West, 15.01 feet to the **POINT OF BEGINNING** containing **11,697** square feet or **0.27** acres, more or less.

Section 2: A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

Section 3: Emergency Clause: In Order to protect the health, safety and welfare of the Citizens of Bentonville, an emergency is hereby declared to exist and this Ordinance shall take effect and be in full force and effect from and after its passage;

_____	_____
Malorie Marrs, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	City Council
Phone:		**For Department(s):**	Planning
Email:			

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☐ Budget Adjustment ☐ Waiver of Bid ☐ Emergency Clause
☐ Ordinance ☑ Resolution ☐ Informational ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Accepting Completed Artwork All Biker(s) Welcome
Action Recommendation & Justification:	A Resolution authorizing the acceptance of artwork on public property, titled All Biker(s) Welcome, removing any language that is not the artist's signature, and adding signage that describes the art. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Funding for the added signage will come from funds already budgeted for 2025.
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☑ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION ACCEPTING ARTWORK ON PUBLIC PROPERTY, TITLED ALL BIKER(S) WELCOME; REMOVING ANY LANGUAGE THAT IS NOT THE ARTIST'S SIGNATURE OR ARTWORK TITLE; ADDING A DESCRIPTIVE SIGN; AND FOR OTHER PURPOSES.

WHEREAS, the City Council accepts the artwork on City property, titled All Biker(s) Welcome, with the removal of all language that is not the artist's signature or artwork title; and

WHEREAS, the City will install its standard art signage describing the art piece.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the City Council of the City of Bentonville, Arkansas accepts the artwork on public property, titled All Biker(s) Welcome, with the removal of all language that is not the artist's signature or artwork title;

Section 2: The City will install a sign describing the art in a manner consistent with other City owned art pieces;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	6/10/2025	**Submitted By:**	Beau Thompson
Phone:	(479)271-3140	**For Department(s):**	Water Utilities (Water)
Email:	bthompson@bentonvillear.com		

Item Type (Check all that apply)

☐ Informational ☐ Bid Award ☐ Enter into an Agreement ☐ Change Order
☐ Recognizing Funds ☑ Budget Adjustment ☑ Waiver of Bid ☑ Emergency Clause
☑ Ordinance ☐ Resolution ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding to Purchase an Additional 48" Transmission Main Valve
Action Recommendation & Justification:	Waiving the requirement for competitive bidding for purchase and delivery of one (1) additional 48" Transmission Main Valve, from DeZurik Inc., in the amount of $60,692.00, for Project 1- I street Extension. Utility Board approved 4-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This Waiver of Bid for one valve is needed due to the extended lead time associated with 48" butterfly valves and the need to tie the A bid was accepted for the same valves on May 13, 2025 and Dezurik was awarded that bid for fourteen valves associated with ARDOT project 090512. Water Utilities requires an identical valve for a separate project and is requesting a waiver of bid due to the similarity and timing of the two purchases. Dezurik has matched the price provided in the previous bid.
Amount for Approval:	$ 60,692.00

Budget Impact

Is this Item Budgeted? ☐ YES ☑ NO ☐ ITEM HAS NO COST ☐ OTHER:_____

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503020-47320	Improvs Other - Water Improv	$ 60,692.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: June 10, 2025

SUBJECT: The purchase of one 48-Inch Transmission Main Valve

The Purchasing and Compliance Department recommends that the City Council approve a bid waiver for the purchase of an additional 48-inch butterfly valve from DeZurik Inc. for the ARDOT Project 090512 – Highway 112 Relocation.

The valve being requested for purchase is the same model and specification as shown in the previously awarded bid, IFB-25-11 RE-BID, by City Council on May 13, 2025. DeZurik Inc. was the second lowest bidder for the one-time purchase and delivery of fourteen (14) 48-inch butterfly valves for this project, with lowest bid being rejected due to not meeting ARDOT requirements for Build America Buy America (BABA).

It is not practical nor feasible to solicit bids for the purchase of one valve due to extended lead times associated with the procurement of this item. To keep the project on schedule and meet all deadlines the purchase for the valve as a waiver of bid has been recommended by Purchasing and Compliance for approval.

This Waiver of Bid has been reviewed and is in compliance with Section 4.4 of the Purchasing and Compliance Policy.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

DeZURIK QUOTATION

To: Accounts Payable
CITY OF BENTONVILLE
1000 SW 14TH ST
Bentonville AR 72712
United States
Purchasing
(479) 271-3115
purchasing@bentonvillear.com

Invoice Terms: Net 30

Days Valid: 30 day(s)

Delivery Terms: FFA, Prepaid and Allow

Date of Quote: 05/27/2025

Quote Number: QUO230183

Project Name: Bentonville 48" BAW

I.D. (Rep. Use):

Line of Business: 4960 Underground Water Distribution

Make Order To: DeZURIK, INC.
C/O JACK TYLER ENGINEERING INC
6301 S UNIVERSITY AVE
LITTLE ROCK AR 72209
United States
Charlotte Hayes
Tel/Direct:501.562.2296
chayes@jteng.com

Currency and Values expressed in USD ($)

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
2		1	9749250 BAW,48,F1,DI,EPDN-EPDM,250B,DI-S5,L41LR1*X,SB16*LPZ033 Lead Time Requested Style: BAW - DeZURIK AWWA C504 3-72"; C516 78" and larger Rubber Seated Butterfly Valve (BAW) Size: 48 - 48 Inch (1200mm) End Connection: F1 - Flanged Drilling; ASME Class 125/150 Body Material: DI - Ductile Iron Packing: EPDN - EPDM; Self Adjusting; -20 to 290° F. (-29 to 143° C.) Seat Material: EPDM - Terpolymer of Ethylene Propylene & A Diene (EPDM); Temperature -20 to 290° F. (-29 to 143° C.) Service Class: 250B - AWWA Class 250B Disc Material: DI - Ductile Iron with 316 Stainless Steel Edge Shaft Material: S5 - 17-4PH Stainless Steel Coating: L41LR1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Actuator: X - Enter your modification here Stainless Steel Bolting & Tubing: SB16 - 316 Stainless Steel Bolting Weight (Approx): 5750 lbs/ 2609 kgs Min Valve Temperature: -20 Degrees F. Max Temperature: 290 Degrees F.	$60,692.00	$60,692.00

DeZURIK QUOTATION

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: LPZ033 - FLANGE HOLES TO BE DRILLED 1/16" OVERSIZED FOR INSULATING SLEEVES., LOCKING DEVICE FOR OPEN AND CLOSED POSITION. TO BE MOUNTED BETWEEN ACTUATOR AND VALVE., WEDGEROCK RW18-22.8 RP6-3-3.29 WITH 2IN NUT FOR BURIED SERVICE PER QUOTE 5372-1 IN MFILES, DOUBLE OFFSET DISC ON BUTTERFLY VALVE., COMPLIES WITH BUILD AMERICA BUY AMERICA (BABA) ACT 2 CFR 184 AS DERIVED FROM THE ENVIRONMENTAL PROTECTION AGENCY'S: BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION PROCEDURES FOR EPA OFFICE OF WATER FEDERAL FINANCIAL ASSISTANCE PROGRAMS (NOV. 2022).		
Total					**$60,692.00**

*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

1. CONSTRUCTION AND LEGAL EFFECT: Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ('These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

2. PRICES: Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

3. DELIVERY: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT: Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

5. TAXES: Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

6. CREDIT AND PAYMENT: Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

7. CANCELLATIONS AND CHANGES: Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

8. DEFERRED SHIPMENT: If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

9. LIMITED WARRANTY: Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturers' warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

10. INTELLECTUAL PROPERTY. We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third- party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

11. LIMITATION OF LIABILITY: IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

12. EXPORT CONTROL COMPLIANCE: You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re- export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

13. GENERAL COMPLIANCE WITH LAWS. In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national' or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

14. INDEMNIFICATION BY YOU. You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or

(ii) your breach of any other provision herein.

15. PROPRIETARY INFORMATION: All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order. .

16. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

17. **TEXAS WAIVER OF CONSUMER RIGHTS: If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.**

18. APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

19. NO OTHER CONTRACT PROVISIONS; OTHER: These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DEZURIK, INC., IN THE AMOUNT OF SIXTY THOUSAND SIX HUNDRED NINETY-TWO DOLLARS ($60,692.00), FOR THE PURCHASE OF AN ADDITIONAL 48" TRANSMISSION MAIN VALVE; AMENDING THE 2025 BUDGET; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Utility Department needs to purchase an additional 48" Transmission Main Valve from DeZurik, Inc. for Project 1 – I Street Extension;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, a budget adjustment is needed to fund this purchase.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS THAT:

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with DeZurik Inc., for the purchase of an additional 48" Transmission Main Valve, in an amount not to exceed sixty thousand six hundred ninety-two dollars ($60,692.00);

Section 2: The 2025 Budget is adjusted to appropriate sixty thousand six hundred ninety-two dollars ($60,692.00) from Utility Fund Reserves into Account #503020-47320 – Improvements Other-Water Improvement;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 48" Transmission Main Valve;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, MAYOR

_____
Malorie Marrs, CITY CLERK

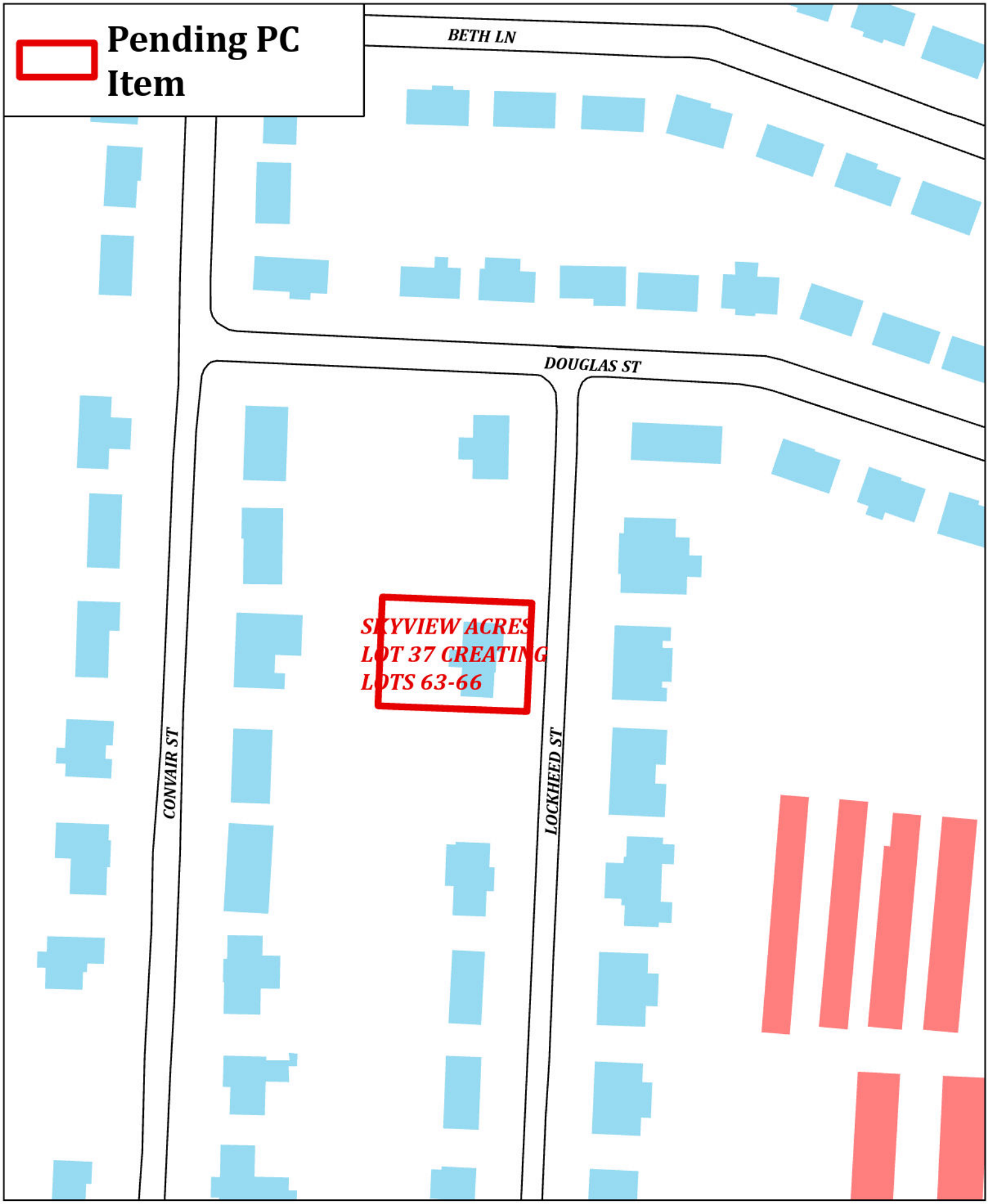
Consent Agenda Item LS25-0005

For the Planning Commission meeting on June 10, 2025

Details

Lot Split of Lot 37 of Skyview Acres Subdivision Creating Lots 63 through 66. 1006 Lockheed Street. R-2, Medium Density Two Family and Townhome Residential. LS25-0005

A lot split of Lot 37 of Skyview Acres Subdivision, creating Lots 63 through 66. The plat is dedicating 125 square feet of street right of way along Lockheed St. The lots have direct access to Lockheed Street.



ls25-0005
Lot 37 Creating Lots 63-66
1006 LOCKHEED ST

SKYVIEW ACRES SUBDIVISION - LOTS 63, 64, 65 & 66

BEING A LOT SPLIT OF LOT 37, SKYVIEW ACRES SUBDIVISION, CREATING LOTS 63 THROUGH 66, BENTONVILLE, BENTON COUNTY, ARKANSAS

CERTIFICATE OF OWNERSHIP

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off platted, and subdivided and hereby lay off, plat, subdivided said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

_____
Date of Execution

_____
Signed

_____
Printed Nome

CERTIFICATE OF SURVEYING ACCURACY

I, _____, hereby certify that this plat correctly represents a boundary survey made by me and boundary markers and lot corners shown hereon actually exist and their location, type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Surveys and Plans have been met.

_____
Date of Execution

_____
Signed

_____
Registered Land Surveyor

_____
Professional Surveyor No.
State of Arkansas

CERTIFICATE OF APPROVAL

Pursuant to the Bentonville Land Development Code and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

_____
Date of Execution

_____
Bentonville Planning Commission Choirman

_____
Mayor City of Bentonville

_____
City Clerk, City of Bentonville

NOTES:

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THE LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12 & 401.13.

THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO SAID MAJOR STREETS.

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.

OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER & ELECTRIC SERVICE.

SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT http://www.bentonvilleplanning.com/ OR CALL THE PLANNING DEPARTMENT @479-271-3122.

ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

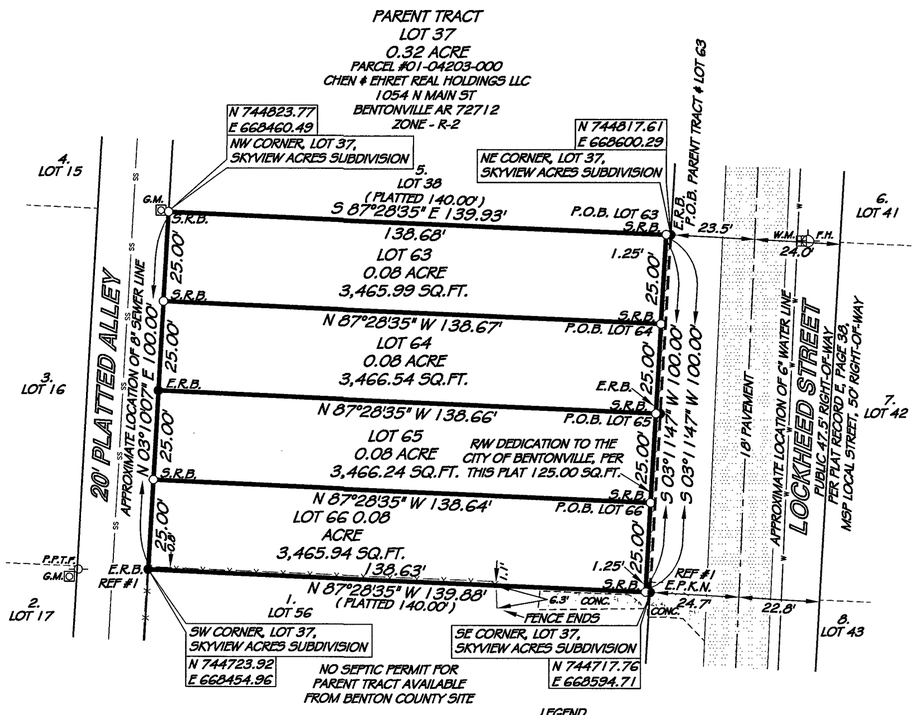
SURVEYOR'S NOTE: This property does not lie within the 100-Year Flood Zone, according to the Flood Map for Benton County, Arkansas Community Panel No. 05007C0260K Dated: June 5, 2012.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 0147, Ricky Hill, No. 1443, or Jacob Long, No. 1915, Satterfield Land Surveyors, P.A., Certificate of Authorization No. 718. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: All building, surface and subsurface, improvements on and adjacent to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown and are not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts which an accurate and current title search may disclose.

Satterfield Land Surveyors P.A., Copyright 2025

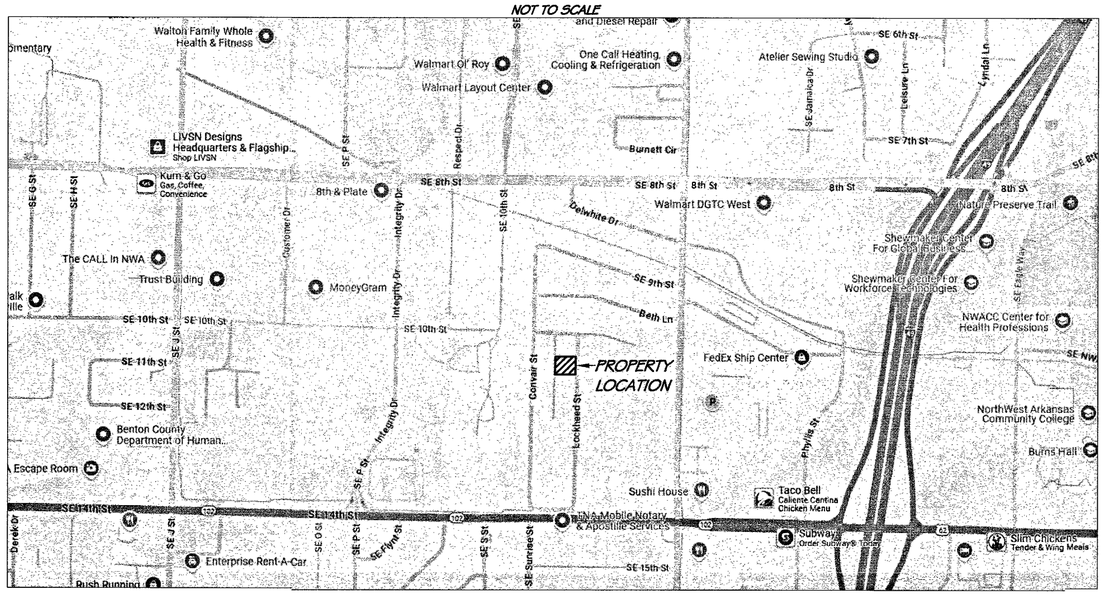
This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A.. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.



LEGEND

- E.R.B. - 1/2" EXISTING REBAR
- E.P.K.N. - EXISTING P/K NAIL
- S.R.B. - 1/2" SET REBAR WITH CAP
- P.P.T.P. - POWER POLE WITH TRANSFORMER
- G.M. - GAS METER
- W.M. - WATER METER
- F.H. - FIRE HYDRANT
- PAVEMENT
- CONC. - CONCRETE
- RIGHT OF WAY DEDICATION
- BOUNDARY
- CENTERLINE
- CONC. - CONCRETE
- FENCE
- LOT LINE
- EDGE OF PAVEMENT
- R/W LINE - RIGHT OF WAY LINE
- RIGHT OF WAY DEDICATION

VICINITY MAP
NOT TO SCALE



ADJOINING PROPERTY OWNERS

1. PARCEL #01-04202-001
CHEN & EHRET REAL HOLDINGS LLC
1054 N MAIN ST
BENTONVILLE AR 72712
ZONE - R-2

2. PARCEL #01-04183-000
JC & ESTHER PARSON
REVOCABLE LIVING TRUST
1101 CONVAIR ST
BENTONVILLE AR 72712-6568
ZONE - R-1

3. PARCEL #01-04182-000
MELISSA & STEVEN YOUN
1005 CONVAIR ST
BENTONVILLE AR 72712
ZONE - R-1

4. PARCEL #01-04181-000
RICHARD GOBBLE & CRYSTAL DAVIS
1003 CONVAIR ST
BENTONVILLE AR 72712
ZONE - R-1

5. PARCEL #01-04204-000
SHIRLEY SANDLIN
1002 LOCKHEED ST
BENTONVILLE AR 72712
ZONE - R-1

6. PARCEL #01-04207-000
CLLI PROPERTIES LLC
1608 SW D ST
BENTONVILLE AR 72712
ZONE - R-1

7. PARCEL #01-04208-000
LOXBLOX LLC
1054 N MAIN ST
BENTONVILLE AR 72712
ZONE - R-1

8. PARCEL #01-04209-000
FRANK & KAY GIARDINO
12924 SHARK LN
FARMINGTON AR 72730
ZONE - R-1

OWNERS/DEVELOPER: PAUL CHEN & EHRET REAL HOLDINGS LLC
PHONE: (626) 255 4330
ADDRESS: 1054 N MAIN ST
BENTONVILLE AR 72712

LOT SPLIT

PROPERTY DESCRIPTION

PARCEL #01-04203-000

Parent Tract

Lot 37, Skyview Acres Subdivision, Bentonville, Benton County, Arkansas being more particularly described as follows:

Beginning at an existing rebar marking the Northeast Corner of Lot 37, said point being on the West right of way line of Lockheed Street. Thence along the East line of said Lot 37 and the West right of way line of said Lockheed Street, South 03 degrees 11 minutes 47 seconds West, 100.00 feet to an existing p/k nail marking the Southeast Corner of Lot 37. Thence leaving said right of way line and along the South line of Lot 37, North 87 degrees 28 minutes 35 seconds West, 139.88 feet to an existing rebar marking the Southwest Corner of Lot 37, said point being on the East right of way line of a platted alley. Thence along the West line of said Lot 37 and the East right of way line of said platted alley, North 03 degrees 10 minutes 07 seconds East, 100.00 feet to a set rebar with cap marking the Northwest Corner of Lot 37. Thence leaving said right of way line and along the North line of said Lot 37, South 87 degrees 28 minutes 35 seconds East, 139.93 feet to the Point of Beginning, containing 0.32 of an acre and subject to any Easements of Record.

Lot 63

Part of Lot 37, Skyview Acres Subdivision, Bentonville, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of Lot 37, said point being on the West right of way line of Lockheed Street. Thence along the North line of said Lot 37, North 87 degrees 28 minutes 35 seconds West, 1.25 feet to a set rebar with cap on the proposed West right of way line of Lockheed Street and the Point of Beginning. Thence leaving said North line and along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 25.00 feet to a set rebar with cap. Thence leaving said proposed right of way line, North 87 degrees 28 minutes 35 seconds West, 138.67 feet to a set rebar with cap on the West line of Lot 37 and the East right of way line of a platted alley. Thence along the West line of said Lot 37 and the East right of way line of said platted alley, North 03 degrees 10 minutes 07 seconds East, 25.00 feet to a set rebar with cap marking the Northwest Corner of Lot 37. Thence leaving said right of way line and along the North line of said Lot 37, South 87 degrees 28 minutes 35 seconds East, 139.93 feet to the Point of Beginning, containing 0.08 of an acre and subject to any Easements of Record.

Lot 64

Part of Lot 37, Skyview Acres Subdivision, Bentonville, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of Lot 37, said point being on the West right of way line of Lockheed Street. Thence along the North line of said Lot 37, North 87 degrees 28 minutes 35 seconds West, 1.25 feet to a set rebar with cap on the proposed West right of way line of Lockheed Street. Thence leaving said North line and along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 25.00 feet to a set rebar with cap and the point of Beginning. Thence continuing along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 25.00 feet to a set rebar with cap. Thence leaving said East line and said right of way line, North 87 degrees 28 minutes 35 seconds West, 138.66 feet to an existing rebar on the West line of Lot 37 and the East right of way line of a platted alley. Thence along the West line of said Lot 37 and the East right of way line of said platted alley, North 03 degrees 10 minutes 07 seconds East, 25.00 feet to a set rebar with cap. Thence leaving said West line and said right of way line, South 87 degrees 28 minutes 35 seconds East, 138.67 feet to the Point of Beginning, containing 0.08 of an acre and subject to any Easements of Record.

Lot 65

Part of Lot 37, Skyview Acres Subdivision, Bentonville, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of Lot 37, said point being on the West right of way line of Lockheed Street. Thence along the North line of said Lot 37, North 87 degrees 28 minutes 35 seconds West, 1.25 feet to a set rebar with cap on the proposed West right of way line of Lockheed Street. Thence leaving said North line and along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 50.00 feet to a set rebar with cap to the point of Beginning. Thence continuing along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 25.00 feet to a set rebar with cap. Thence leaving said East line and said right of way line, North 87 degrees 28 minutes 35 seconds West, 138.64 feet to a set rebar with cap on the West line of Lot 37 and the East right of way line of a platted alley. Thence along the West line of said Lot 37 and the East right of way line of said platted alley, North 03 degrees 10 minutes 07 seconds East, 25.00 feet to a set rebar with cap marking the Northwest Corner of Lot 37. Thence leaving said West line and said right of way line, South 87 degrees 28 minutes 35 seconds East, 138.66 feet to the Point of Beginning, containing 0.08 of an acre and subject to any Easements of Record.

Tract 66

Part of Lot 37, Skyview Acres Subdivision, Bentonville, Benton County, Arkansas being more particularly described as follows:

Commencing at an existing rebar marking the Northeast Corner of Lot 37, said point being on the West right of way line of Lockheed Street. Thence along the North line of said Lot 37, North 87 degrees 28 minutes 35 seconds West, 1.25 feet to a set rebar with cap on the proposed West right of way line of Lockheed Street. Thence leaving said North line and along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 75.00 feet to a set rebar with cap to the Point of Beginning. Thence continuing along said proposed right of way line, South 03 degrees 11 minutes 47 seconds West, 75.00 feet to an existing p/k nail marking the Southeast Corner of Lot 37. Thence leaving said right of way line and along the South line of Lot 37, North 87 degrees 28 minutes 35 seconds West, 139.88 feet to an existing rebar marking the Southwest Corner of Lot 37, said point being on the East right of way line of a platted alley. Thence along the West line of said Lot 37 and the East right of way line of said platted alley, North 03 degrees 10 minutes 07 seconds East, 25.00 feet to a set rebar with cap. Thence leaving the West line of said Lot 37 and said right of way line, South 87 degrees 28 minutes 35 seconds East, 138.64 feet to the Point of Beginning, containing 0.08 of an acre and subject to any Easements of Record.

PROJECT #LS25-0005

30' 15" 0 GRAPHIC SCALE 30' 60'

REFERENCE DEED

SURVEY REFERENCES

1 - BLEW & ASSOCIATES, P.A. - #22-5577 - 7/26/23

BASIS OF BEARING
ARKANSAS STATE PLANE COORDINATES GRID NORTH 1983.

REVISIONS

4/17/25 - REVISED AS PER CITY COMMENTS.

5/14/25 - REVISED AS PER CITY COMMENTS.

LEGEND

- S.R.B. = SET 1/2" REBAR W/ CAP
- S.P./K.N. = SET P/K NAIL
- S.R.R.S. = SET RAILROAD SPIKE
- S.N. = SET NAIL
- E.R.B. = EXISTING REBAR
- E.I.P. = EXISTING IRON PIN
- E.P./K.N. = EXISTING P/K NAIL
- E.N. = EXISTING NAIL
- E.R.R.S. = EXISTING RAILROAD SPIKE
- = EXISTING GOVERNMENT MONUMENT
- = EXISTING STONE
- = EXISTING STATE MONUMENT
- = EXISTING R/W MARKER
- = EXISTING FENCE
- = COMPUTED POINT
- F.C. = FENCE CORNER

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.

SURVEYOR:
RICKY HILL / JACOB LONG
1928 HWY 71 NORTH
ALMA, AR, 72921
PHONE:
(479)632-3565
EMAIL:
ricky@slsurveying.com
jlong@slsurveying.com

CONTACT: OLSSON-CONNER LEMMERHIRT
3537 N. STEELE BLVD.
FAYETTEVILLE, AR 72703
PHONE: (479) 974-4174

DRAWN BY:	J.D.B.
SCALE:	1"=30'
DATE:	3-3-25
JOB NO.	49,537

Satterfield Land Surveyors P.A.
REG. ARK. & OKLA.
1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: http://www.slsurveying.com

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 37 OF SKYVIEW ACRES SUBDIVISION CREATING NEW LOTS 63 THROUGH 66 OF SKYVIEW ACRES SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0005)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 37 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 63 THROUGH 66 OF SKYVIEW ACRES SUBDISIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 3, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of LOT 37 OF SKYVIEW ACRES SUBDIVISION creating new LOTS 63 THROUGH 66 OF SKYVIEW ACRES SUBDISIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

ATTEST:

_____
Stephanie Orman, Mayor

_____
Malorie Marrs, City Clerk

Consent Agenda Item LS25-0019

For the Planning Commission meeting on June 10, 2025

Details

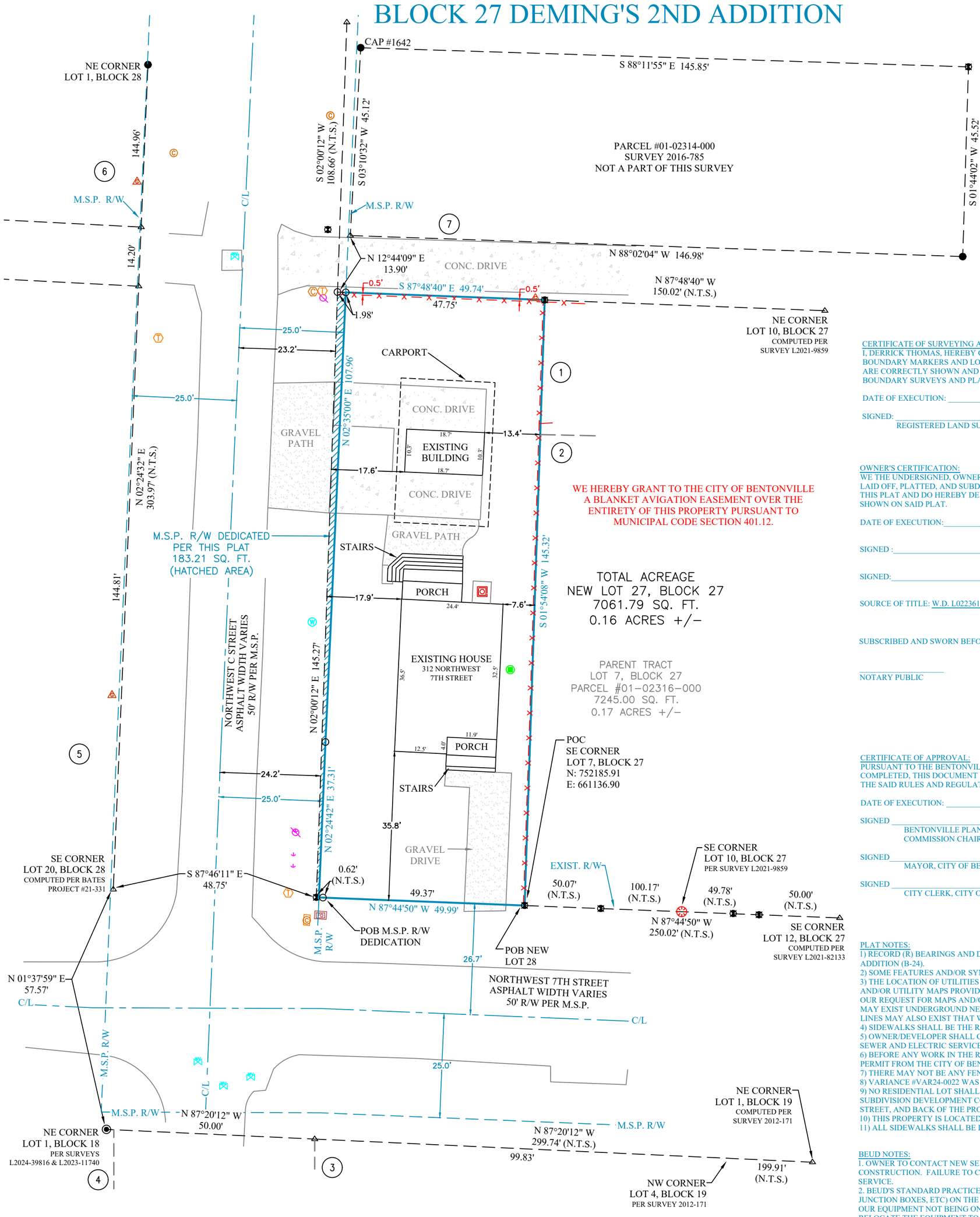
Property Line Adjustment Of Lot 13, Block 27 of Deming's Second Addition Creating New Right Of Way Dedications To The City Of Bentonville. LS25-0019.

A Property Line Adjustment of Lot 13, Block 27 Deming's Second Addition. The plat is dedicating 183.21 square feet of street right of way along NW C ST. The lot has direct access to NW C ST and NW 7TH ST.



LS25-0019
Creating Lot 13 Block 27 Deming's 2nd Addition
312 NW 7TH ST

PROPERTY LINE ADJUSTMENT CREATING LOT 13, BLOCK 27 DEMING'S 2ND ADDITION



WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY PURSUANT TO MUNICIPAL CODE SECTION 401.12.

TOTAL ACREAGE
NEW LOT 27, BLOCK 27
7061.79 SQ. FT.
0.16 ACRES +/-

PARENT TRACT
LOT 7, BLOCK 27
PARCEL #01-02316-000
7245.00 SQ. FT.
0.17 ACRES +/-

RECORDING NUMBER/DATE

ADJACENT LAND OWNERS

1) 7TH ST ENTERPRISES LLC
4513 W HILLSIDE DR
ROGERS AR 72758
PARCEL #01-02318-000
LOTS 8 & 9, BLOCK 27
ZONED:R-1

2) HOLCOMB, KATHLEEN
1250 WHITE OAK WAY
SAN CARLOS CA 94070-5111
PARCEL #01-02317-000
LOT 8, BLOCK 27
ZONED: R-1

3) HOLLAND FAMILY TRUST - ERIC L & JAN E
2307 NW HARVARD WALK
BENTONVILLE AR 72712
PARCEL #01-02250-000
LOTS 5 & 6, BLOCK 19
ZONED: R-1

4) MTB REAL PROPERTY LLC
410 NW 6TH ST
BENTONVILLE AR 72712
PARCEL #01-02234-000
LOT 26, BLOCK 18
ZONED: DN-2

5) GARRISON, EVELYN I
701 NW C ST
BENTONVILLE AR 72712-4751
PARCEL #01-02332-000
LOTS 19 & 20, BLOCK 28
ZONED: R-1

6) OVERSTREET, DONALD E & SUE ANN
707 NW C ST
BENTONVILLE AR 72712-4751
PARCEL #01-02322-000
LOTS 1-3, BLOCK 28
ZONED: R-1

7) COLE, CAROLINE ELIZABETH
704 NW C ST
BENTONVILLE AR 72712
PARCEL #01-02314-000
LOT 13, BLOCK 27
ZONED: R-1

CERTIFICATE OF SURVEYING ACCURACY:
I, DERRICK THOMAS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLANS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

OWNER'S CERTIFICATION:
WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION:_____

SIGNED :_____

SIGNED:_____

SOURCE OF TITLE: W.D. L02236193

PROPERTY OWNER:
SAMUEL SEEGER &
LEE ANNE STELTE
809 NW A STREET
BENTONVILLE, AR 72712

CONTACT INFO:
BURRIS ARCHITECTURE
DAVE BURRIS
DAVE@BURRISARCH.COM
(479)-442-9350

SUBSCRIBED AND SWORN BEFORE ME, THIS ____ DAY OF _____, 2025.

_____
NOTARY PUBLIC

CERTIFICATE OF APPROVAL:
PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE PLANNING
COMMISSION CHAIRMAN

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

PLAT NOTES:
1) RECORD (R) BEARINGS AND DISTANCES CANNOT BE SHOWN DUE TO THE NATURE OF THE FINAL PLAT OF DEMING'S 2ND ADDITION (B-24).
2) SOME FEATURES AND/OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
4) SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
5) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
6) BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
7) THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
8) VARIANCE #VAR24-0022 WAS APPROVED ON 10/14/24, PRIOR TO THE SUBMITTAL OF THIS LOT SPLIT.
9) NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
10) THIS PROPERTY IS LOCATED IN ZONE D (4) TRAFFIC PATTER ZONE (TPZ) - CITY OF BENTONVILLE MUNICIPAL AIRPORT.
11) ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

BEUD NOTES:
1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

FIELD WORK:
MARCH 12,13, 2025

BASIS OF BEARING:
GPS OBSERVATION - AR NORTH ZONE
NAD83(2011) HORIZONTAL DATUM

PROPERTY ZONED:
DN-2
ZONE D (4) TRAFFIC PATTER ZONE (TPZ)

BUILDING SETBACKS:
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT www.bentonvilleplanning.com OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. (FIRM PANEL #05007C0090J. DATED 09/28/2007)

REFERENCE DOCUMENTS:
1. PLAT OF SURVEY FILED IN BOOK 2023 AT PAGE 11740
2. PLAT OF SURVEY FILED IN BOOK 2016 AT PAGE 785
3. PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 82133
4. PLAT OF SURVEY FILED IN BOOK 2023 AT PAGE 36808
5. PLAT OF SURVEY FILED IN BOOK R AT PAGE 150
6. PLAT OF SURVEY FILED IN BOOK 28 AT PAGE 175
7. PLAT OF SURVEY FILED IN BOOK 2024 AT PAGE 39816
8. PLAT OF SURVEY FILED IN BOOK 2021 AT PAGE 9859
9. PLAT OF SURVEY FILED IN BOOK R AT PAGE 167
10. PLAT OF SURVEY FILED IN BOOK 9 AT PAGE 212
11. PLAT OF SURVEY FILED IN BOOK Y AT PAGE 280
12. FINAL PLAT OF SURVEY DEMING'S ADDITION FILED IN BOOK B AT PAGE 24
13. PLAT OF SURVEY FILED AS STATE SURVEY DOCUMENT #201310290063
14. PLAT OF SURVEY DATED 10/20/2021, PREPARED BY BATES & ASSOCIATES FOR JOHN WOLFE, JOB #21-331
15.WARRANTY DEED FILED IN BOOK 2022 AT PAGE 36193

EXISTING WARRANTY DEED DESCRIPTION: B. 2022, P. 36193
LOT 7, BLOCK 27, DEMING'S 2ND ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN BY THE RECORDED PLAT THEREOF, ON FILE IN PLAT BOOK B AT PAGE 24.

NEW LOT 28:
A PART OF LOT 7, BLOCK 27 OF DEMING'S 2ND ADDTION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE N87°44'50"W 49.37' TO THE EAST MASTER STREET PLAN RIGHT-OF-WAY OF NORTHWEST C STREET, THENCE ALONG SAID RIGHT-OF-WAY N02°24'42"E 37.31', THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N02°35'00"E 107.96', THENCE LEAVING SAID RIGHT-OF-WAY S87°48'40"E 47.75', THENCE S01°54'08"W 145.32' TO THE POINT OF BEGINNING, CONTAINING 0.16 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MASTER STREET PLAN RIGHT-OF-WAY DEDICATION PER THIS PLAT:
A PART OF LOT 7, BLOCK 27 OF DEMING'S 2ND ADDTION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: BEGINNING AT A POINT WHICH IS N87°44'50"W 49.37' FROM AN EXISTING REBAR MARKING THE SOUTHEAST CORNER OF SAID LOT 7 AND RUNNING THENCE N87°44'50"W 0.62' TO AN EXISTING REBAR, THENCE N02°00'12"E 145.27', THENCE S87°48'40"E 1.98', THENCE S02°35'00"W 107.96', THENCE S02°24'42"W 37.31' TO THE POINT OF BEGINNING, CONTAINING 183.21 SQUARE FEET, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHT-OF-WAY OF RECORD.

0' 20' 40' 60'

GRAPHIC SCALE (IN FEET)
1 Inch = 20ft.

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 13TH DAY OF MARCH, 2025.

CERTIFICATE OF AUTHORIZATION
BATES & ASSOCIATES, INC.
#1335
ARKANSAS ENGINEER

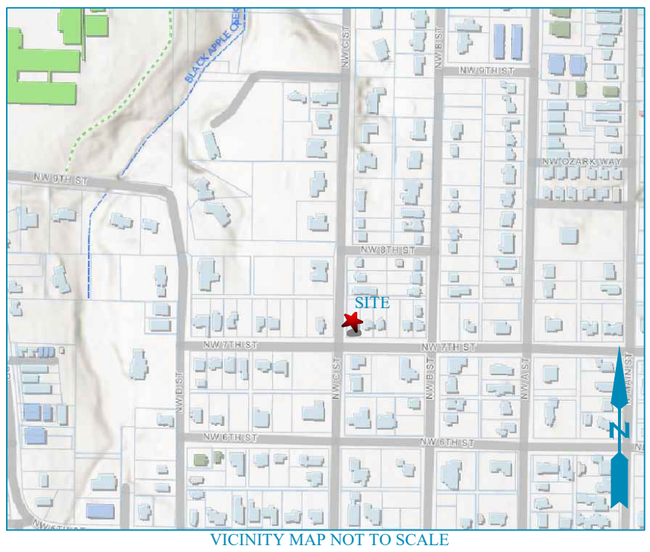
REGISTERED
STATE OF ARKANSAS
NO. 1642
SIGNATURE
DERRICK L. THOMAS
PROFESSIONAL LAND SURVEYOR

DRAFT

DATE:

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



VICINITY MAP NOT TO SCALE

BENTONVILLE PROJECT #LS25-0019

DRAWING #25-021

FOR USE AND BENEFIT OF:
BURRIS ARCHITECTURE

ADDRESS:
312 NORTHWEST 7TH STREET
BENTONVILLE, ARKANSAS

DATE: 05/01/25	SCALE: 1"=20'
LOCATION: LOT 7 BLOCK 27 DEMINGS 2ND ADDITION	SURVEYED: JRICH
	DRAFTED: HH, BA
	DRAFT DATE: 05/01/25
	REVIEWED: DT
	COA #1335

BATES
Engineers · Surveyors
7230 S. Pleasant Ridge Dr. · Fayetteville, Arkansas 72704 · 479.442.9350

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This survey was conducted for the person or persons whose name(s) appear on this plat. This plat is protected by copyright. No one including the person(s) named may reproduce this plat without the express written consent of Bates & Associates, Inc. Surveyor has made no independent investigation for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other fact which a complete and accurate title search may disclose. Any flood statement provided on this plat is for information only and Bates & Associates, Inc. assumes no liability for the correctness of the hereon cited maps, furthermore the above statement does not represent the opinion of Bates & Associates, Inc. of the probability of flooding.

LEGEND:

THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- FOUND 5/8" REBAR
- SET 5/8" REBAR/CAP
- FOUND PIPE
- FOUND 1/2" REBAR
- COMPUTED POINT
- ADJ. LAND OWNER
- FENCE CORNER POST
- AC CONDENSER UNIT
- CABLE
- POWER POLE
- GUY ANCHOR
- FO FIBER OPTIC VAULT
- GAS METER
- CLEANOUT
- T TELEPHONE PEDESTAL
- W WATER METER
- WATER VALVE
- BOUNDARY LINE (MEASURED)
- BOUNDARY LINE (EXISTING)
- FORTY LINE/ TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- GUY WIRE

SUBMITTAL:	DATE:

N W E S

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 13, BLOCK 27 OF DEMMING'S SECOND ADDITION CREATING NEW RIGHT OF WAY DEDICATIONS TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0019)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 13, BLOCK 27 OF DEMMING'S SECOND ADDITION creating new RIGHT OF WAY DEDICATIONS the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on June 3, 2025;

WHEREAS, said property line adjustment is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the property line adjustment of LOT 13, BLOCK 27 OF DEMMING'S SECOND ADDITION creating new RIGHT OF WAY DEDICATIONS to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

	Lot Split - Lots 2 and 3 of Town Vu Subdivision
	306 SW Tater Black Road
	PC Date: 6/3/2025

Staff Report Details

Project Number	PLA25-0013
Applicant / Current Owner	AADHIRA PROPERTIES LL
Site Area	+/- 23 Acres
	R-2, Medium Density Two Family and Townhome Residential, R-1, Low-Density Single-Family Residential
Requested Zoning	NA
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Lot Split of Lots 2 and 3 of Town Vu Subdivision, creating Lots 4,5, and 6 of Town Vu Subdivision. 306 SW Tater Black Road. R-2, Medium Density Two Family and Townhome Residential, R-1, Low-Density Single-Family Residential PLA25-0013

Lot Split of Lots 2 and 3 of Town Vu Subdivision, creating Lots 4,5, and 6 of Town Vu Subdivision. The plat is dedicating 1.45 Acres of ROW for a future local road through the subdivision. The lot has direct access to Town Vu and Tater Black Road.

Project Details

Planning Commission approved the Large Scale LSD24-0053 on March 4, 2025 with the following conditions of approval:
1. Developer shall install sidewalk and street trees through Phase 2 of the project at the time of the construction of Phase #1, (along the southerly edge of Moonlight Alley and the easterly edge of Mystic Crescent St.
2. Developer shall install all half width street frontage along Town Vu from Tater Black to Mystic Cresent

Project Details

St. at the time of the construction of Phase 1.

Relationship to the Community Plan

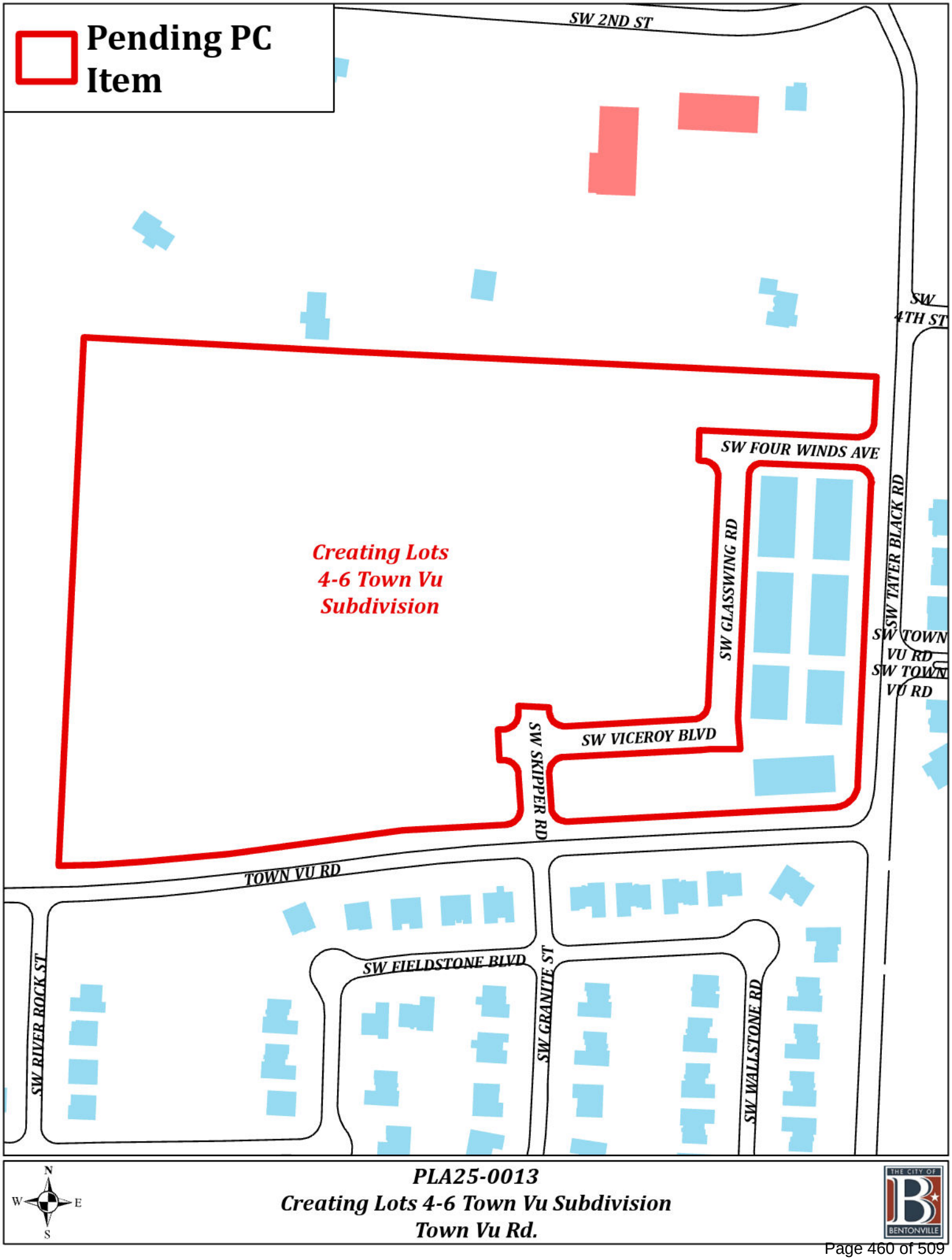
Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

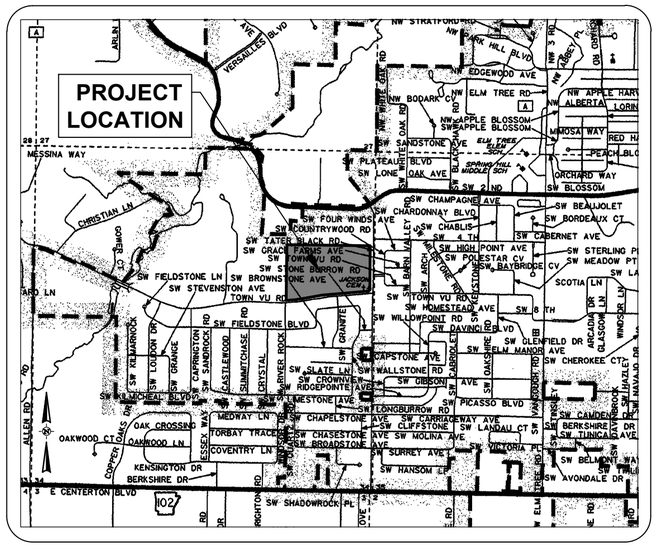
Conclusion

Additional Details


Pending PC Item
SW 2ND ST
SW 4TH ST
Creating Lots 4-6 Town Vu Subdivision
SW FOUR WINDS AVE
SW GLASSWING RD
SW TATER BLACK RD
SW TOWN VU RD
SW TOWN VU RD
SW VICEROY BLVD
SW SKIPPER RD
TOWN VU RD
SW RIVER ROCK ST
SW FIELDSTONE BLVD
SW GRANITE ST
SW WALLSTONE RD
N
W
E
S
PLA25-0013
Creating Lots 4-6 Town Vu Subdivision
Town Vu Rd.
THE CITY OF BENTONVILLE

NOTES:

1. BASIS OF BEARINGS DERIVED FROM THE ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD83 (2011), ARKANSAS NORTH ZONE 0301. THE DISTANCES ARE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 0.9999413855. COORDINATES SHOWN ARE GRID VALUES. VALUES CALCULATE AT THE NORTHWEST CORNER OF LOT 6 BEING A FOUND 3/4" PIPE. N= 748439.1, E= 646326.8, Z= 1243.3'
2. VERTICAL DATUM NAVD88 (GEOID 18). ORTHOMETRIC HEIGHTS AND CONTOURS ARE DERIVED FROM TERRESTRIAL AND RTK GNSS OBSERVATIONS ALSO BASED ON OPUS POST-PROCESSED SOLUTION, SAID SOLUTION HAVING AN ELEVATION OF 3.97.67 M / 1304.68 USFT
3. ACCORDING TO THE COMMUNITY PANEL NO. 0235K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP OR FLOOD HAZARD BOUNDARY MAP DATED 06/05/2012. THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X DEFINED AS - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
4. SUBSURFACE OR ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
5. EXISTING UTILITIES SHOWN HEREON WERE LOCATED BY REASONABLE VISUAL OBSERVED SURFACE IMPROVEMENTS. THE DEPTHS AND/OR HEIGHTS OF UTILITIES WERE NOT MEASURED UNLESS NOTED WITH AN ELEVATION HEREON. THE LOCATIONS OF SURFACE OR SUBSURFACE UTILITIES AND IMPROVEMENTS MAY DIFFER FROM THAT DEPICTED HEREON. THE LOCATIONS OF ALL UTILITIES AND THE EXISTENCE OF ADDITIONAL SUBSURFACE UTILITIES AND IMPROVEMENTS NOT NECESSARILY SHOWN SHOULD BE VERIFIED BEFORE ANY EXCAVATIONS ARE MADE.
6. LAST DATE OF FIELD SURVEY COMPLETED ON JANUARY 31, 2025.
7. PHYSICAL FEATURES DEPICTED HEREON-INCLUDING, BUT NOT LIMITED TO, ROAD CENTERLINES, FIRE HYDRANTS, SANITARY SEWER MANHOLES, AND OTHER UTILITIES-WERE COMPILED FROM INFORMATION FURNISHED BY CEI ENGINEERING, INC. AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE UNDERSIGNED. NO WARRANTY IS MADE AS TO THE ACCURACY, COMPLETENESS, OR EXISTENCE OF THESE FEATURES, AND THE UNDERSIGNED ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS ARISING FROM THEIR DEPICTION.
8. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
9. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13. (IF THE PROJECT IS JUST IN THE MUNI AIRPORT JUST REFERENCE 401.12, OR JUST LIST 401.13 FOR XNA, SOME AREAS ARE IN BOTH.
10. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
11. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
12. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
13. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
14. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
15. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
16. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT HTTP://WWW.BENTONVILLEPLANNING.COM/ OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.



LOCATION MAP
NOT TO SCALE

OWNER

AADHIRA PROPERTIES LLC
1404 SW EDINBURGH AVE
BENTONVILLE, AR 72713
CONTACT: ARUL KUMARAN

SURVEYOR

HALFF
2407 SE COTTONWOOD ST.
BENTONVILLE, AR 72712
CONTACT: JOSHUA BEMBENEK, PS
EMAIL: JBEMBENEK@HALFF.COM
TEL: 479.579.3982

CITY CONTACTS

1. BLACK HILL ENERGY: JOSH KNIGHT, 1301 FEDERAL WAY, PO BOX 2129, LOWELL, AR 72745, (479) 721-4543, JOSHUA.KNIGHT@BLACKHILLSCORP.COM
2. AT&T: BRENT BALDWIN, 1133 E. HAROLD ST., FAYETTEVILLE, AR 72701, (479) 200-9022 OR (479) 571-6609, BB6585@ATT.COM
3. COX COMMUNICATIONS: TIMOTHY GOSS, 4901 S. 48TH STREET, SPRINGDALE, AR 72762, (479) 651-5583 TIMOTHY.GOSS@COX.COM
4. FIRE DEPT.: CITY OF BENTONVILLE, JUSTIN SCANTLIN, FIRE CHIEF, 800 SW A STREET, BENTONVILLE, AR 72712, (479) 271-5927 OR (479) 685-1096
5. STREET DEPT.: CITY OF BENTONVILLE, TONY DAVIS, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3130
6. WATER DEPT.: CITY OF BENTONVILLE, BEAU THOMPSON, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, (479) 271-3140
7. ELECTRIC DEPT.: CITY OF BENTONVILLE, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR 72712, 479-271-3135, EXT. 2
8. WASTEWATER DEPT.: CITY OF BENTONVILLE, CHRIS EARL, 1901 NE A STREET, BENTONVILLE, AR 72712, (479) 271-3161
9. PLANNING DEPT.: CITY OF BENTONVILLE, TYLER OVERSTREET, 305 SW A STREET, BENTONVILLE, AR, (479) 271-3122
10. BUILDING AND FIRE SAFETY: CITY OF BENTONVILLE, BRAD ARNOLD, 305 SW A STREET, BENTONVILLE, AR, (479) 271-3108
11. CITY ENGINEER: CITY OF BENTONVILLE, ELLEN NORVELL, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR, (479) 271-5993
12. STORMWATER: CITY OF BENTONVILLE, ALISON WEST, 3200 SW MUNICIPAL DRIVE, BENTONVILLE, AR, (479) 271-6719, JWEST@BENTONVILLEAR.COM

ARKANSAS PLAT CODE: 500-20N-31W-0-34-120-04-1913

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE LAND DEVELOPMENT CODE AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

I, JOSHUA BEMBENEK, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
PROFESSIONAL SURVEYOR
NO. 1913
STATE OF ARKANSAS

REVISION		
NO.	DATE	DESCRIPTION

CERTIFICATE OF AUTHORIZATION
HALFF ASSOCIATES, INC.
No. 1470
ARKANSAS

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FOR INTERIM REVIEW ONLY

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NAME LICENSE NO.
5/9/2025
DATE
########## ##
FIRM / BUSINESS NO. STATE

halff
2407 SE COTTONWOOD ST., SUITE 1
BENTONVILLE, ARKANSAS 72712
TEL. (479) 273-2209

LOT SPLIT

OF LOTS 2 AND 3 OF TOWN VU SUBDIVISION

CREATING LOTS 4, 5, AND 6 TOWN VU SUBDIVISION

SITUATED IN SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
SECTION 34, T-20-N, R-31-W
BENTONVILLE, BENTON COUNTY, ARKANSAS

PROJECT NO.:	58808.001
ISSUED:	5/9/2025
DRAWN BY:	JDS
CHECKED BY:	JBB
SCALE:	N/A
CITY PROJECT NUMBER:	PLA25-0013

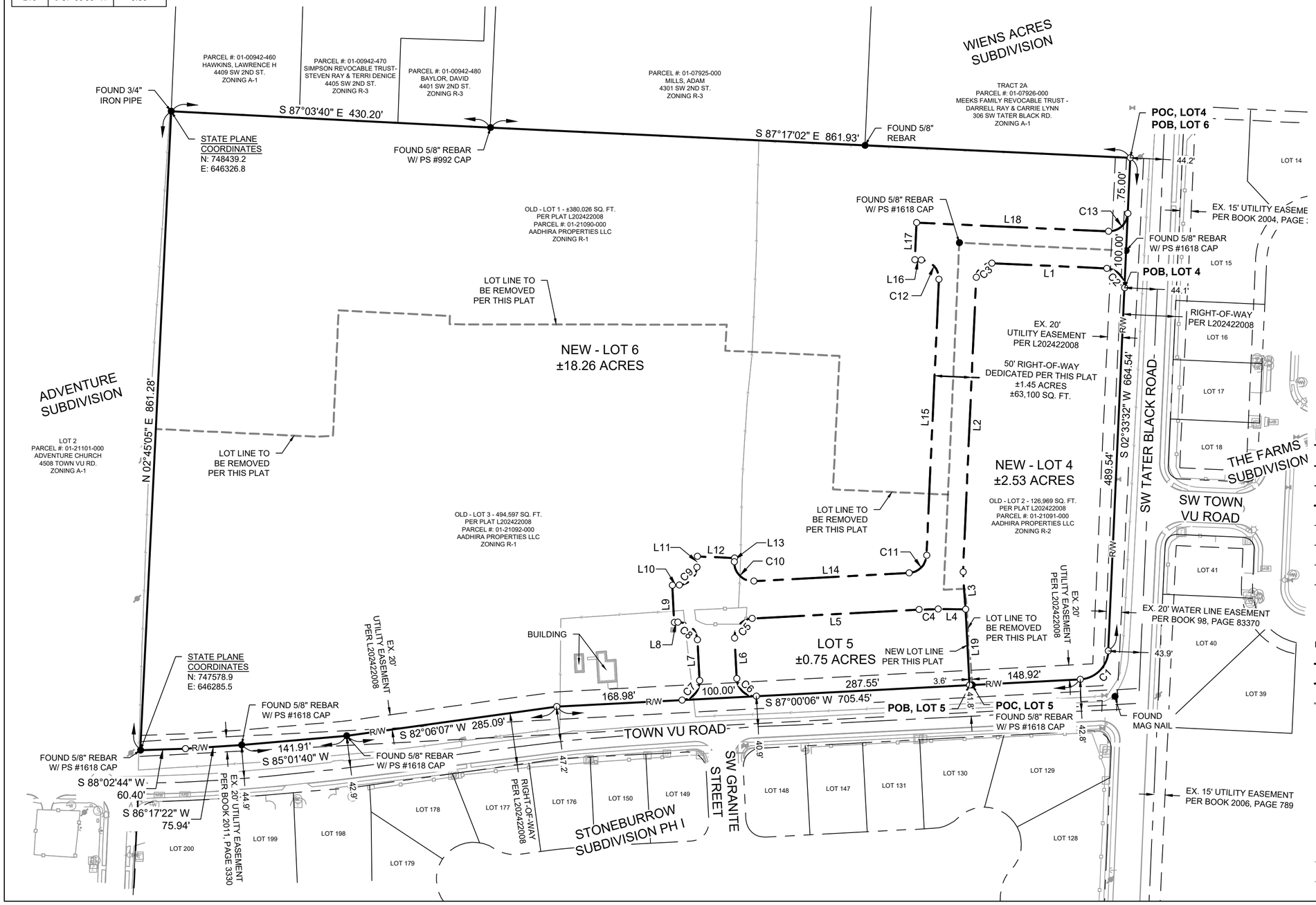
PAGE 1 OF 3

FILE NAME: A:\58000s\58808\001\SURV\CADD\Sheets\V-PLAT-PLA-58808.001.dwg DATE: May 9, 2025, TIME: 10:33 AM, USER: ah5165

LINE TABLE			LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	S 87°26'27" E	155.00'	L11	S 02°33'33" W	14.73'
L2	N 02°33'22" E	397.08'	L12	N 87°26'27" W	50.00'
L3	N 03°59'32" W	50.20'	L13	N 02°33'33" E	5.00'
L4	S 89°53'58" E	37.05'	L14	S 87°00'06" W	209.00'
L5	N 87°00'06" E	224.88'	L15	S 02°33'22" W	371.75'
L6	N 02°59'54" W	55.00'	L16	S 87°26'27" E	8.46'
L7	S 02°59'54" E	55.00'	L17	S 02°33'33" W	50.00'
L8	N 87°00'06" E	5.00'	L18	N 87°26'27" W	258.46'
L9	S 02°59'54" E	50.00'	L19	N 02°59'54" W	102.30'
L10	S 87°00'06" W	9.53'			

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	084°26'33"	40.00'	S 44°46'49" W	53.76'	58.95'
C2	089°59'59"	25.00'	S 42°26'28" E	35.36'	39.27'
C3	090°00'00"	20.00'	N 47°33'33" E	28.28'	31.42'
C4	003°05'56"	475.00'	N 88°33'04" E	25.69'	25.69'
C5	090°00'00"	25.00'	N 42°00'06" E	35.36'	39.27'
C6	090°00'00"	25.00'	N 47°59'54" W	35.36'	39.27'
C7	090°00'00"	25.00'	S 42°00'06" W	35.36'	39.27'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C8	090°00'00"	25.00'	S 47°59'54" E	35.36'	39.27'
C9	084°26'33"	25.00'	S 44°46'49" W	33.60'	36.84'
C10	095°33'27"	25.00'	N 45°13'11" W	37.03'	41.69'
C11	084°26'43"	25.00'	S 44°46'44" W	33.60'	36.85'
C12	089°59'49"	25.00'	S 42°26'33" E	35.35'	39.27'
C13	090°00'01"	25.00'	S 47°33'32" W	35.36'	39.27'



LEGEND:

- SECTION LINE
- QUARTER SECTION LINE
- SUBJECT BOUNDARY
- ADJACENT BOUNDARY LINE
- RIGHT-OF-WAY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- SET 5/8" REBAR W/ PS 1913 CAP
- FOUND REBAR, AS NOTED
- SET MAG NAIL W/ PS 1913 WASHER
- FOUND NAIL, AS NOTED
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- RIGHT-OF-WAY LINE DEDICATED PER THIS PLAT
- LOT LINE DEDICATED PER THIS PLAT
- LOT LINE REMOVED PER THIS PLAT
- SEWER MANHOLE
- WATER VALVE
- MAILBOX
- FIRE HYDRANT
- TELEPHONE BOX
- GAS METER
- ELECTRIC BOX
- GAS BOX
- WATER METER
- SIGN
- LIGHT POLE
- POWER POLE
- SEWER CLEAN OUT
- BARBWIRE FENCE
- WOOD FENCE

REVISION		
NO.	DATE	DESCRIPTION

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LOT SPLIT

OF LOTS 2 AND 3 OF TOWN VU SUBDIVISION

CREATING LOTS 4, 5, AND 6 TOWN VU SUBDIVISION

SITUATED IN SOUTHEAST QUARTER OF THE NORTHEAST QUARTER
SECTION 34, T-20-N, R-31-W
BENTONVILLE, BENTON COUNTY, ARKANSAS

PROJECT NO.:	58808.001
ISSUED:	5/9/2025
DRAWN BY:	JDS
CHECKED BY:	JBB
SCALE:	1" = 100'
CITY PROJECT NUMBER:	PLA25-0013

PAGE 2 OF 3

FILE NAME: A:\58000s\58808\001\SURVICADD\Sheets\V-PLAT-PLA-58808.001.dwg DATE: May 9, 2025, TIME: 10:34 AM, USER: afs5165

LOT 4 SURVEY DESCRIPTION:

BEING A PART OF LOT 2 AND LOT 3 OF TOWN VU SUBDIVISION LOT SPLIT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS INSTRUMENT L202422008 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID TOWN VU SUBDIVISION BEING A SET 5/8" REBAR EMBOSSED PS #1913 AND BEING ON THE WEST RIGHT-OF-WAY OF SOUTHWEST TATER BLACK ROAD; THENCE SOUTH 02°33'32" WEST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE CONTINUING SOUTH 02°33'32" WEST ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 489.54 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE 58.95 FEET ALONG SAID WEST RIGHT-OF-WAY BEING COINCIDENT WITH THE ARC OF SAID CURVE HAVING A RADIUS OF 40.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 44°46'49" WEST A DISTANCE OF 53.76 FEET TO THE POINT OF TANGENCY BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913 AND BEING ON THE NORTH RIGHT-OF-WAY OF TOWN VU ROAD; THENCE DEPARTING SAID WEST RIGHT-OF-WAY, SOUTH 87°00'06" WEST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 148.92 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED LOT 4 BEING MARKED BY A 5/8" REBAR EMBOSSED PS #1913; THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 02°59'54" WEST ALONG THE HEREIN DESCRIBED WEST BOUNDARY OF SAID LOT 4, A DISTANCE OF 102.30 FEET TO A POINT ON THE HEREIN DESCRIBED EAST RIGHT-OF-WAY OF SOUTHWEST GLASSWING ROAD BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE ALONG SAID HEREIN DESCRIBED EAST RIGHT-OF-WAY BEING COINCIDENT WITH SAID HEREIN DESCRIBED WEST BOUNDARY OF LOT 4 FOR THE FOLLOWING THREE (3) CALLS:

1) NORTH 03°59'32" WEST A DISTANCE OF 50.20 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
2) NORTH 02°33'22" EAST A DISTANCE OF 397.08 FEET TO THE BEGINNING ON A NON-TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
3) 31.42 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.00 FEET SUBTENDED BY A CHORD BEARING NORTH 47°33'33" EAST A DISTANCE OF 28.28 FEET TO THE POINT OF TANGENCY BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913 AND BEING ON THE HEREIN DESCRIBED SOUTH RIGHT-OF-WAY OF SOUTHWEST GLASSWING ROAD;

THENCE ALONG SAID HEREIN DESCRIBED SOUTH RIGHT-OF-WAY AND THE HEREIN DESCRIBED NORTH BOUNDARY OF LOT 4 FOR THE FOLLOWING TWO (2) CALLS:

1) DEPARTING SAID HEREIN DESCRIBED EAST RIGHT-OF-WAY AND WEST BOUNDARY OF LOT 4, SOUTH 87°26'27" EAST A DISTANCE OF 155.00 FEET TO A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
2) 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 42°26'28" EAST A DISTANCE OF 35.36 FEET

TO THE POINT OF BEGINNING CONTAINING 2.53 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

LOT 5 SURVEY DESCRIPTION:

BEING A PART OF LOT 3 OF TOWN VU SUBDIVISION LOT SPLIT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS INSTRUMENT L202422008 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT 3 BEING ON THE NORTH RIGHT-OF-WAY OF TOWN VU ROAD AND BEING MARKED BY A 5/8" REBAR EMBOSSED PS #1618; THENCE SOUTH 87°00'06" WEST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 3.59 FEET TO THE POINT BEGINNING BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE CONTINUING SOUTH 87°00'06" WEST ALONG SAID NORTH RIGHT-OF-WAY, A DISTANCE OF 287.55 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE ALONG THE HEREIN DESCRIBED EAST RIGHT-OF-WAY OF SOUTHWEST SKIPPER ROAD BEING COINCIDENT WITH THE WEST BOUNDARY OF THE HEREIN DESCRIBED LOT 5 FOR THE FOLLOWING THREE (3) CALLS:

1) DEPARTING SAID NORTH RIGHT-OF-WAY, 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET BEING SUBTENDED BY A CHORD BEARING NORTH 47°59'54" WEST A DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
2) NORTH 02°59'54" WEST A DISTANCE OF 55.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
3) 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET BEING SUBTENDED BY A CHORD BEARING NORTH 42°00'06" EAST A DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913 BEING ON THE HEREIN DESCRIBED SOUTH RIGHT-OF-WAY OF SOUTHWEST VICEROY BOULEVARD;

THENCE ALONG THE SAID HEREIN DESCRIBED SOUTH RIGHT-OF-WAY BEING COINCIDENT WITH THE HEREIN DESCRIBED NORTH BOUNDARY OF SAID LOT 5 FOR THE FOLLOWING THREE (3) CALLS:

1) DEPARTING SAID HEREIN DESCRIBED EAST RIGHT-OF-WAY AND HEREIN DESCRIBED WEST BOUNDARY, NORTH 87°00'06" EAST A DISTANCE OF 224.88 FEET TO THE BEGINNING OF TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
2) 25.69 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 475.00 FEET SUBTENDED BY A CHORD BEARING NORTH 88°33'04" EAST A DISTANCE OF 25.69 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
3) SOUTH 89°53'58" EAST A DISTANCE OF 37.05 FEET TO THE HEREIN DESCRIBED NORTHEAST CORNER OF SAID LOT 5;

THENCE DEPARTING SAID HEREIN DESCRIBED SOUTH RIGHT-OF-WAY AND HEREIN DESCRIBED NORTH BOUNDARY OF LOT 5, SOUTH 2°59'54" EAST ALONG THE HEREIN DESCRIBED EAST LINE OF LOT 5, A DISTANCE OF 102.30 FEET TO THE POINT OF BEGINNING CONTAINING 0.75 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS RECORD OR FACT.

LOT 6 SURVEY DESCRIPTION:

BEING A PART OF LOT 1 AND LOT 3 OF TOWN VU SUBDIVISION LOT SPLIT PLAT IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AS INSTRUMENT L202422008 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, ALSO DESCRIBED AS BEING A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 BEING ON THE WEST RIGHT-OF-WAY OF SOUTHWEST TATER BLACK ROAD AND BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE SOUTH 02°33'32" WEST A DISTANCE OF 75.00 FEET TO THE BEGINNING OF TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913; THENCE ALONG THE HEREIN DESCRIBED NORTH RIGHT-OF-WAY OF SOUTHWEST GLASSWING ROAD BEING COINCIDENT WITH THE HEREIN DESCRIBED EAST BOUNDARY OF THE LOT 6 FOR THE FOLLOWING TWO (2) CALLS:

1) DEPARTING SAID WEST RIGHT-OF-WAY, 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 47°33'32" WEST A DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
2) NORTH 87°26'27" WEST A DISTANCE OF 258.46 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913 BEING ON THE WEST RIGHT-OF-WAY OF SOUTHWEST GLASSWING ROAD;

THENCE ALONG THE SAID HEREIN DESCRIBED WEST RIGHT-OF-WAY OF GLASSWING ROAD BEING COINCIDENT WITH THE SAID HEREIN DESCRIBED EAST BOUNDARY OF LOT 6 FOR THE FOLLOWING FIVE (5) CALLS:

1) DEPARTING SAID HEREIN DESCRIBED NORTH RIGHT-OF-WAY, SOUTH 02°33'33" WEST A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
2) SOUTH 87°26'27" EAST A DISTANCE OF 8.46 FEET TO THE BEGINNING OF TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
3) 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 42°26'33" EAST A DISTANCE OF 35.35 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
4) SOUTH 02°33'22" WEST A DISTANCE OF 371.75 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
5) 36.85 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 44°46'44" WEST A DISTANCE OF 33.60 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;

THENCE ALONG THE HEREIN DESCRIBED NORTH RIGHT-OF-WAY OF SOUTHWEST VICEROY BOULEVARD BEING COINCIDENT WITH THE SAID HEREIN DESCRIBED EAST BOUNDARY OF LOT 6 FOR THE FOLLOWING THREE (3) CALLS:

1) DEPARTING SAID HEREIN DESCRIBED WEST RIGHT-OF-WAY, SOUTH 87°00'06" WEST A DISTANCE OF 209.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
2) 41.69 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING NORTH 45°13'11" WEST A DISTANCE OF 37.03 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
3) NORTH 02°33'33" EAST A DISTANCE OF 5.00 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913 BEING ON THE HEREIN DESCRIBED NORTH RIGHT-OF-WAY OF SOUTHWEST SKIPPER ROAD;

THENCE DEPARTING SAID HEREIN DESCRIBED NORTH RIGHT-OF-WAY OF SOUTHWEST VICEROY BOULEVARD, NORTH 87°26'27" WEST ALONG SAID HEREIN DESCRIBED NORTH RIGHT-OF-WAY OF SOUTHWEST SKIPPER ROAD BEING COINCIDENT WITH SAID HEREIN DESCRIBED EAST BOUNDARY OF LOT 6, A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913 BEING ON THE HEREIN DESCRIBED WEST RIGHT-OF-WAY OF SOUTHWEST SKIPPER ROAD; THENCE ALONG SAID HEREIN DESCRIBED WEST RIGHT-OF-WAY OF SOUTHWEST SKIPPER ROAD FOR THE FOLLOWING EIGHT (8) CALLS:

1) SOUTH 02°33'33" WEST A DISTANCE OF 14.73 FEET THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
2) 36.84 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET BEING SUBTENDED BY A CHORD BEARING SOUTH 44°46'49" WEST A DISTANCE OF 33.60 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
3) SOUTH 87°00'06" WEST A DISTANCE OF 9.53 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
4) SOUTH 02°59'54" EAST A DISTANCE OF 50.00 FEET TO A SET 5/8" REBAR EMBOSSED PS # 1913;
5) NORTH 87°00'06" EAST A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
6) 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 47°59'54" EAST A DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
7) SOUTH 02°59'54" EAST A DISTANCE OF 55.00 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT BEING MARKED BY A SET 5/8" REBAR EMBOSSED PS #1913;
8) 39.27 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET SUBTENDED BY A CHORD BEARING SOUTH 42°00'06" WEST A DISTANCE OF 35.36 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913 BEING ON THE NORTH RIGHT-OF-WAY OF TOWN VU ROAD;

THENCE ALONG SAID NORTH RIGHT-OF-WAY OF TOWN VU ROAD FOR THE FOLLOWING FIVE (5) CALLS:

1) DEPARTING SAID HEREIN DESCRIBED WEST RIGHT-OF-WAY AND HEREIN DESCRIBED EAST BOUNDARY, SOUTH 87°00'06" WEST A DISTANCE OF 168.98 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
2) SOUTH 82°06'07" WEST A DISTANCE OF 285.09 FEET TO A 5/8" REBAR EMBOSSED PS #1618;
3) SOUTH 85°01'40" WEST A DISTANCE OF 141.91 FEET TO A 5/8" REBAR EMBOSSED PS #1618;
4) SOUTH 86°17'22" WEST A DISTANCE OF 75.94 FEET TO A SET 5/8" REBAR EMBOSSED PS #1913;
5) SOUTH 88°02'44" WEST A DISTANCE OF 60.40 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED LOT 3 BEING MARKED BY A 5/8" REBAR EMBOSSED PS #1618

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY, NORTH 02°45'05" EAST ALONG THE WEST LINE OF SAID LOT 1 AND LOT 3, A DISTANCE OF 861.28 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 BEING MARKED BY A 3/4" PIPE; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 1 FOR THE FOLLOWING TWO (2) CALLS:

1) DEPARTING SAID WEST LINE, SOUTH 87°03'40" EAST A DISTANCE OF 430.20 FEET TO A 5/8" REBAR EMBOSSED PS # 992;
2) SOUTH 87°17'02" EAST A DISTANCE OF 861.93 FEET

TO THE POINT OF BEGINNING CONTAINING 18.26 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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halff
2407 SE COTTONWOOD ST., SUITE 1
BENTONVILLE, ARKANSAS 72712
TEL. (479) 273-2209

LOT SPLIT

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CREATING LOTS 4, 5, AND 6 TOWN VU SUBDIVISION

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FILE NAME: A:\58000s\58808\001\SURV\CADD\Sheets\V-PLAT-PLA-58808.001.dwg DATE: May 9, 2025, TIME: 10:34 AM, USER: ah5165

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 2 AND 3 OF TOWN VU SUBDIVISION CREATING NEW LOTS 4 THROUGH 6 OF TOWN VU SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES. (PROJECT NUMBER: PLA25-0013)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 2 AND 3 OF TOWN VU SUBDIVISION creating new LOTS 4 THROUGH 6 OF TOWN VU SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 3, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of LOTS 2 AND 3 OF TOWN VU SUBDIVISION creating new LOTS 4 THROUGH 6 OF TOWN VU SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

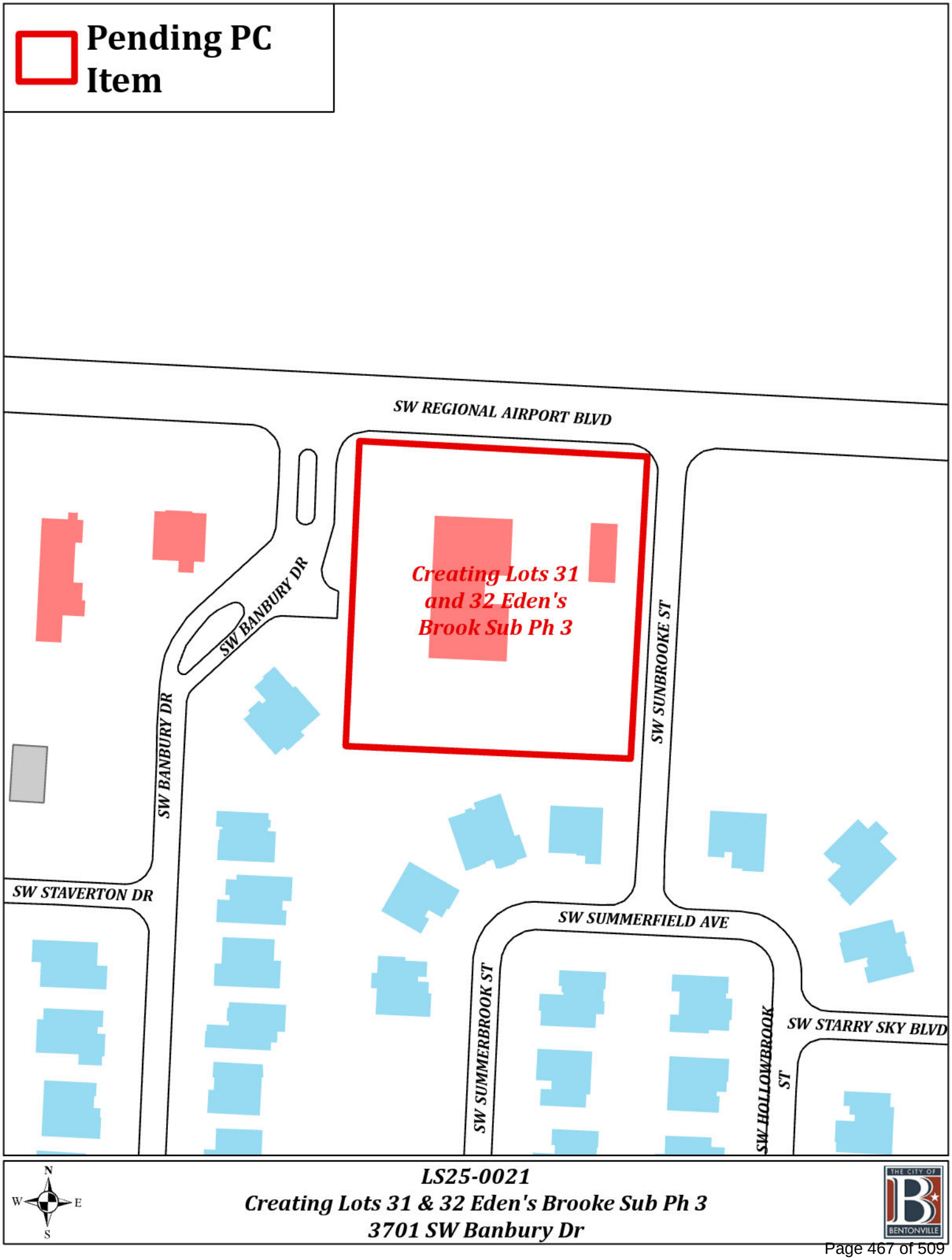
Consent Agenda Item LS25-0021

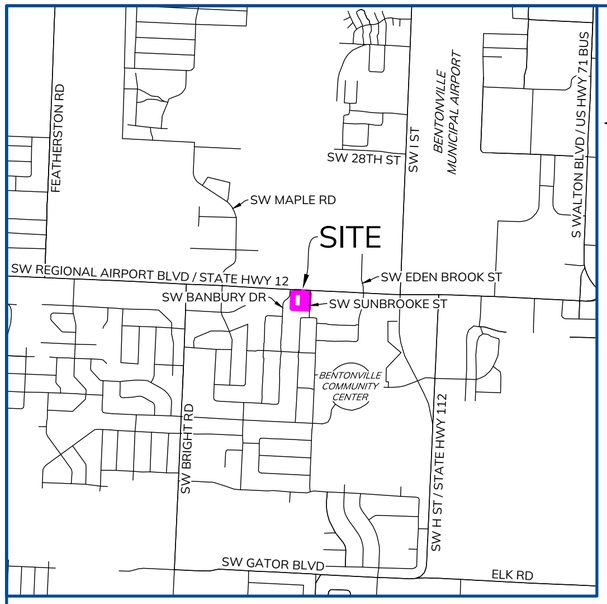
For the Planning Commission meeting on June 10, 2025

Details

Lot Split: Existing Lot 30 of Eden's Brooke Subdivision Creating New Lots 31 and 32 of Eden's Brooke Subdivision, 3701 SW Banbury Drive, C-1, Neighborhood Commercial, LS25-0021.

A lot split of existing lot 30 of Eden's Brooke Subdivision, creating new lots 31 and 32 of Eden's Brooke Subdivision. The plat is dedicating right-of-way along SW Regional Airport Boulevard and SW Sunbrooke Street that is adequate per the master street plan. The plat is also dedicating various utility and draining easements.


Pending PC Item
SW REGIONAL AIRPORT BLVD
Creating Lots 31 and 32 Eden's Brook Sub Ph 3
SW BANBURY DR
SW BANBURY DR
SW SUNBROOKE ST
SW STAVERTON DR
SW SUMMERFIELD AVE
SW SUMMERBROOK ST
SW HOLLOWBROOK ST
SW STARRY SKY BLVD
N
W
E
S
LS25-0021
Creating Lots 31 & 32 Eden's Brooke Sub Ph 3
3701 SW Banbury Dr
THE CITY OF BENTONVILLE



VICINITY MAP

NW1/4 SE1/4, SECTION 12, T19N, R31W
SCALE: 1 INCH = 2,000 U.S. SURVEY FEET

NOTES

1. BASIS OF BEARINGS: GRID NORTH OF THE ARKANSAS COORDINATE SYSTEM 1983, NORTH ZONE, USING NAD 83 (2011) EPOCH 2010.00.
2. BASIS OF ELEVATIONS: NAVD 88 (GEOID18).
3. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
4. THIS PLAT MEETS THE 2020 "ARKANSAS STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY SURVEYS AND PLATS", WHICH IS ALSO KNOWN AS THE "STANDARDS OF PRACTICE NO. 1".
5. THE SUBJECT LOT IS LOCATED WITHIN THE CITY LIMITS OF THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.
6. ENVIRONMENTAL AND SUBSURFACE CONDITIONS WERE NOT EXAMINED AS PART OF THIS SURVEY.
7. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE.
8. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR PRESENT.
9. ALL UTILITY LOCATIONS HAVE BEEN FIELD VERIFIED.
10. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
11. BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
12. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
13. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
14. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
15. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
16. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT HTTP://WWW.BENTONVILLEPLANNING.COM/ OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
17. CONDITIONAL USE PERMIT FOR DRIVE-THRU USE WAS GRANTED ON 10.01.2024.

AVIATION EASEMENT DEDICATION PER THIS PLAT

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT, PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, THE SUBJECT LOT IS IN ZONE X [UNSHADED], AN AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 05007C0255K, WITH AN EFFECTIVE DATE OF JUNE 05, 2012. THE SUBJECT LOT IS NOT IN A FLOOD HAZARD AREA. NO FIELD WORK WAS PERFORMED TO DETERMINE THIS ZONE.

UTILITY NOTE

THIS SURVEY REFLECTS ABOVE GROUND INDICATIONS OF UTILITIES AND INFORMATION READILY AVAILABLE FROM UTILITY COMPANIES. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANTY THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION READILY AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. ARKANSAS ONE CALL TICKET 240709-0256. UTILITY PLANS AND/OR REPORTS WERE NOT PROVIDED BY CLIENT. A PRIVATE UTILITY LOCATE WAS NOT PERFORMED.

CITY OF BENTONVILLE PROJECT NUMBER (LS25-0021)

PARENT TRACT RECORD DESCRIPTION (PER DEED 2013-37200)

LOT 30, EDEN'S BROOKE SUBDIVISION, PHASE III, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2006 AT PAGE 922.

LESS AND EXCEPT

PART OF LOT 30, EDEN'S BROOKE SUBDIVISION PHASE III, LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE SOUTHEAST CORNER OF LOT 30, AS SHOWN ON THE EDEN'S BROOKE SUBDIVISION PHASE III PLAT, BOOK 2006, PAGE 922 AS FILED IN BENTON COUNTY; THENCE ALONG THE EAST LINE OF SAID LOT 30, ALSO BEING THE WESTERN RIGHT OF WAY OF SUNBROOKE STREET, NORTH 3°09'48" EAST A DISTANCE OF 277.65 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY AHTD JOB 090251 AND THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERN RIGHT OF WAY THE FOLLOWING BEARINGS AND DISTANCES: NORTH 31°52'36" WEST A DISTANCE OF 30.44 FEET; NORTH 87°04'40" WEST A DISTANCE OF 240.00 FEET; SOUTH 59°41'31" WEST A DISTANCE OF 45.62 FEET TO THE EASTERN RIGHT OF WAY OF BANBURY DRIVE AS ESTABLISHED BY THE FINAL PLAT OF OXFORD RIDGE SUBDIVISION, BOOK 2005, PAGE 764 AS FILED IN BENTON COUNTY, SAID POINT ALSO BEING ON THE WEST LINE OF SAID LOT 30; THENCE ALONG SAID WEST LINE, NORTH 2°35'54" EAST A DISTANCE OF 30.25 FEET TO THE SOUTHERN RIGHT OF WAY OF HIGHWAY 12 AS ESTABLISHED BY EDEN'S BROOKE SUBDIVISION PHASE III, BOOK 2006, PAGE 922 AS FILED IN BENTON COUNTY; THENCE ALONG SAID SOUTHERN RIGHT OF WAY, SOUTH 87°10'22" EAST A DISTANCE OF 295.84 FEET TO THE WESTERN RIGHT OF WAY OF SUNBROOKE STREET AS ESTABLISHED BY EDEN'S BROOKE SUBDIVISION PHASE III, BOOK 2006, PAGE 922 AS FILED IN BENTON COUNTY; THENCE ALONG SAID WESTERN RIGHT OF WAY, SOUTH 3°09'48" WEST A DISTANCE OF 30.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.05 ACRES (2,322 SQ. FT.) MORE OR LESS AS SHOWN ON AHTD PLANS, REFERENCED AS JOB 090251.

SURVEY DESCRIPTION OF LOT 31

PART OF LOT 30, EDEN'S BROOKE SUBDIVISION PHASE III, AS SHOWN ON PLAT BOOK 2006, PAGE 922, SAME BEING LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 30 AS SHOWN ON SAID PLAT BOOK 2006, PAGE 922; THENCE N02°33'02"E 279.09 FEET TO A FOUND 5/8" CAPPED REBAR "1227", ON THE EAST RIGHT-OF-WAY OF SW BANBURY DR; THENCE ALONG SAID EAST RIGHT-OF-WAY, N59°42'49"E 45.63 FEET TO A FOUND 5/8" CAPPED REBAR "1227" ON THE SOUTH RIGHT-OF-WAY OF SW REGIONAL AIRPORT BLVD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S87°12'44"E 147.31 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, S02°32'34"W 290.13 FEET; THENCE S87°28'33"E 22.26 FEET; THENCE S02°31'27"W 13.00 FEET; THENCE N87°28'33"W 207.96 FEET TO THE POINT OF BEGINNING, CONTAINING 56,174 SQUARE FEET OR 1.29 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD, IF ANY. SUBJECT TO RIGHT-OF-WAY DEDICATION AS RECORDED IN DEED BOOK 2013, PAGE 37200.

SURVEY DESCRIPTION OF LOT 32

PART OF LOT 30, EDEN'S BROOKE SUBDIVISION PHASE III, AS SHOWN ON PLAT BOOK 2006, PAGE 922, SAME BEING LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 30 AS SHOWN ON SAID PLAT BOOK 2006, PAGE 922;
THENCE S87°28'33"E 207.96 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N02°31'27"E 13.00 FEET; THENCE N87°28'33"W 22.26 FEET; THENCE N02°32'34"E 290.13 FEET TO THE SOUTH RIGHT-OF-WAY OF SW REGIONAL AIRPORT BLVD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, S87°14'27"E 92.65 FEET TO A FOUND 5/8" CAPPED REBAR "PLS 1227" ON THE WEST RIGHT-OF-WAY OF SW SUNBROOKE STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY THE FOLLOWING TWO COURSES:

(1)S31°57'05"E 30.32 FEET TO A FOUND 5/8" CAPPED REBAR "PLS 1227";
(2)THENCE S03°05'24"W 277.77 FEET TO A FOUND 1/2" REBAR;

THENCE N87°28'33"W 84.91 FEET TO THE POINT OF BEGINNING, CONTAINING 32,399 SQUARE FEET OR 0.74 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD, IF ANY. SUBJECT TO RIGHT-OF-WAY DEDICATION AS RECORDED IN DEED BOOK 2013, PAGE 37200.

LEGEND

- PROPERTY LINE
- ADJOINING PROPERTY LINE
- RIGHT OF WAY (R/W) LINE
- EASEMENT LINE (EXISTING)
- EASEMENT LINE (PER THIS PLAT)
- CENTERLINE
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- BACK OF CURB (BC)
- GUTTER
- ADA RAMP TRUNCATED DOME
- SANITARY SEWER PIPE
- WATER LINE
- STORM / DRAINAGE PIPE
- FIBER OPTIC LINE
- OVERHEAD POWER LINE
- FENCE: 6' WOOD PRIVACY
- BRICK & BLOCK STRUCTURE

- FOUND SURVEY MONUMENT, AS NOTED
- COMPUTED POINT
- BENCHMARK
- SANITARY SEWER MANHOLE (SMH)
- SANITARY SEWER CLEANOUT
- WATER VALVE
- WATER METER
- YARD HYDRANT
- FIRE HYDRANT
- FIBER OPTIC MARKER
- FIBER OPTIC PEDESTAL
- FIBER OPTIC VAULT
- DRAINAGE MANHOLE (DMH)
- SIGN, AS NOTED
- LIGHTED POWER POLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- GAS METER

[XXXX] RECORD MEASUREMENT PER DEED 2013-37200
(XXXX) RECORD MEASUREMENT PER PLAT 2017-330

BC	BACK OF CURB
U.E.	UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
BM	BENCHMARK
RBR	REBAR
DMH	DRAINAGE MANHOLE
INV	INVERT
EL	ELEVATION
FL	FLOW LINE
UNK	UNKNOWN
R/W	RIGHT OF WAY
SMH	SANITARY SEWER MANHOLE
CTRL	CONTROL
RCP	REINFORCED CONCRETE PIPE

RECORD DOCUMENTS

1) PLAT RECORD 2006 AT PAGE 922
2) PLAT BOOK 2017 AT PAGE 330
3) DEED 2007-45925
4) DEED 2013-37200

OWNER
814
1695 TWELVE MILE RD., SUITE 100
BERKLEY, MI 48072
734.260.6820
SAMANTHA KOZLOWSKI

SURVEYOR
OWN, INC.
5311 W. VILLAGE PARKWAY
ROGERS, AR 72758
479.286.8181
JIM COLLINS, PLS

CIVIL ENGINEERING
OWN, INC.
5311 W. VILLAGE PARKWAY
ROGERS, AR 72758
479.286.8181
ERNIE DEATON, PE
EDEATON@WEAREOWN.COM

CITY OF BENTONVILLE, PLANNING DEPARTMENT
CONTACT: TYLER OVERSTREET
305 SW A STREET
BENTONVILLE, AR 72712
479.271.3122

CITY OF BENTONVILLE, ENGINEERING DIVISION
CONTACT: ELLEN NORVELL
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
479.271.5993

CITY OF BENTONVILLE, STORMWATER
CONTACT: ALISON WEST
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
479.271.6719
JWEST@BENTONVILLEAR.COM

CITY OF BENTONVILLE, WATER DEPARTMENT
CONTACT: BEAU THOMPSON
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
479.271.3140

CITY OF BENTONVILLE, WASTEWATER DEPARTMENT
CONTACT: CHRIS EARL
1901 NE A STREET
BENTONVILLE, AR 72712
479.271.3161

CITY OF BENTONVILLE, STREET DEPARTMENT
CONTACT: DANIEL CLARDY
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
479.696.0279

CITY OF BENTONVILLE, ELECTRIC DEPARTMENT
CONTACT: TRAVIS MATLOCK
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
479.271.3159

CITY OF BENTONVILLE FIRE DEPARTMENT
CONTACT: JUSTIN SCANTLIN
FIRE CHIEF
800 SW A STREET
BENTONVILLE, AR 72712
479.271.5927
479.685.1096

CITY OF BENTONVILLE BUILDING AND FIRE SAFETY
CONTACT: BRAD ARNOLD
305 SW A STREET
BENTONVILLE, AR 72712
479.271.3108

GAS UTILITY: BLACK HILL ENERGY
CONTACT: JOSH KNIGHT
1301 FEDERAL WAY, PO BOX 2129
LOWELL, AR 72745
479.721.4543
JOSHUA.KNIGHT@BLACKHILLSCORP.COM

CABLE UTILITIES: COX COMMUNICATIONS
CONTACT: TIMOTHY GOSS
4901 S. 48TH STREET
SPRINGDALE, AR 72762
479.651.5583
TIMOTHY.GOSS@COX.COM

TELEPHONE: AT&T
CONTACT: BRENT BALDWIN
1133 E. HAROLD ST.
FAYETTEVILLE, AR 72701
479.571.6609
479.200.9022
BB6585@ATT.COM

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED :_____
JOHN GOINS

SIGNED :_____
JOHNNA GOINS

OWNERS ADDRESS:_____

_____

SOURCE OF TITLE: INSTR. L202123637 & INSTR. L202274538

CERTIFICATE OF APPROVAL

PURSUANT TO THE BENTONVILLE SUBDIVISION REGULATIONS AND ALL OTHER CONDITIONS AND APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED. THIS CERTIFICATE IS HEREBY EXECUTED UNDER THE AUTHORITY OF THE SAID RULES AND REGULATIONS.

DATE OF EXECUTION: _____

SIGNED _____
BENTONVILLE COMMUNITY DEVELOPMENT DIRECTOR

CERTIFICATE OF SURVEYING ACCURACY

I, JAMES E. COLLINS, HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME AND BOUNDARY MARKERS AND LOT CORNERS SHOWN HEREON ACTUALLY EXIST AND THEIR LOCATION, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND ALL MINIMUM REQUIREMENTS OF THE ARKANSAS MINIMUM STANDARDS FOR LAND SURVEYORS HAVE BEEN MET.

DATE OF EXECUTION: _____

SIGNED: _____
JAMES E. COLLINS
REGISTERED LAND SURVEYOR
NO. 1337
STATE OF ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO.1337 — SIGNATURE — JAMES E. COLLINS

CERTIFICATE OF AUTHORIZATION — OWN Inc. No. 335 — ARKANSAS

STATE PLAT CODE: 500-19N-31W-0-12-240-04-1337

OWN
Engineering beyond.™
5311 W. Village Parkway
Rogers, AR 72758
479.286.8181
weareown.com
FORMERLY ANDERSON ENGINEERING

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 24RO10006
DRAWN BY: DH / KLM
CHECK BY: JEC
ISSUED DATE: 05/01/2025
DRAWING NO.: NWA-100-0434

814 SERVICES LLC

LOT SPLIT

CREATING LOTS 31 AND 32, EDEN'S BROOKE SUBDIVISION, PHASE III

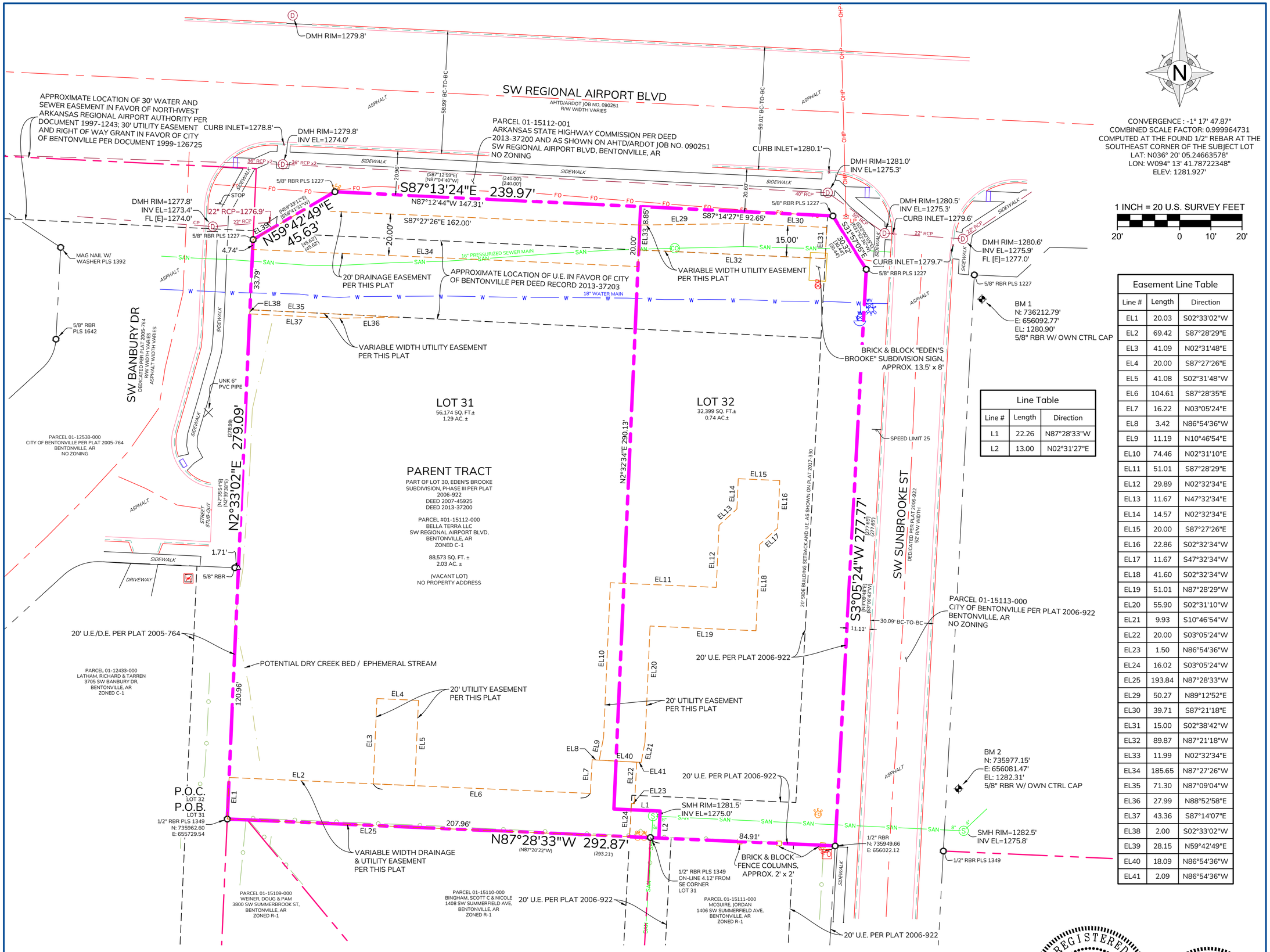
SW REGIONAL AIRPORT BLVD
PARCEL NO. 01-15112-000
CITY OF BENTONVILLE
BENTON COUNTY
STATE OF ARKANSAS

SHEET NUMBER

SHEET

1 OF 2

C:\Users\dhorner_weareown\appdata\local\temp\AcPublish_9912\24RO10006 LOT SPLIT PLAT.dwg



Line Table		
Line #	Length	Direction
L1	22.26	N87°28'33"W
L2	13.00	N02°31'27"E

Easement Line Table		
Line #	Length	Direction
EL1	20.03	S02°33'02"W
EL2	69.42	S87°28'29"E
EL3	41.09	N02°31'48"E
EL4	20.00	S87°27'26"E
EL5	41.08	S02°31'48"W
EL6	104.61	S87°28'35"E
EL7	16.22	N03°05'24"E
EL8	3.42	N86°54'36"W
EL9	11.19	N10°46'54"E
EL10	74.46	N02°31'10"E
EL11	51.01	S87°28'29"E
EL12	29.89	N02°32'34"E
EL13	11.67	N47°32'34"E
EL14	14.57	N02°32'34"E
EL15	20.00	S87°27'26"E
EL16	22.86	S02°32'34"W
EL17	11.67	S47°32'34"W
EL18	41.60	S02°32'34"W
EL19	51.01	N87°28'29"W
EL20	55.90	S02°31'10"W
EL21	9.93	S10°46'54"W
EL22	20.00	S03°05'24"W
EL23	1.50	N86°54'36"W
EL24	16.02	S03°05'24"W
EL25	193.84	N87°28'33"W
EL29	50.27	N89°12'52"E
EL30	39.71	S87°21'18"E
EL31	15.00	S02°38'42"W
EL32	89.87	N87°21'18"W
EL33	11.99	N02°32'34"E
EL34	185.65	N87°27'26"W
EL35	71.30	N87°09'04"W
EL36	27.99	N88°52'58"E
EL37	43.36	S87°14'07"E
EL38	2.00	S02°33'02"W
EL39	28.15	N59°42'49"E
EL40	18.09	N86°54'36"W
EL41	2.09	N86°54'36"W

CITY OF BENTONVILLE PROJECT NUMBER (LS25-0021)

STATE PLAT CODE: 500-19N-31W-0-12-240-04-1377

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS NO.1337 — SIGNATURE — JAMES E. COLLINS

CERTIFICATE OF AUTHORIZATION — OWN Inc. No. 335 — ARKANSAS

C:\Users\dhorner_weareown\appdata\local\temp\AcPublish_9912\24RO10006 LOT SPLIT PLAT.dwg

OWN
Engineering beyond.™
5311 W. Village Parkway
Rogers, AR 72758
479.286.8181
weareown.com
FORMERLY ANDERSON ENGINEERING

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 24RO10006
DRAWN BY: DH / KLM
CHECK BY: JEC
ISSUED DATE: 05/01/2025
DRAWING NO.: NWA-100-0434

814 SERVICES LLC

LOT SPLIT

LOT 30, EDEN'S BROOKE SUBDIVISION, PHASE III

SW REGIONAL AIRPORT BLVD
PARCEL NO. 01-15112-000
CITY OF BENTONVILLE
BENTON COUNTY
STATE OF ARKANSAS

SHEET NUMBER

SHEET

2 OF 2

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 30 OF EDEN'S BROOKE SUBDIVISION CREATING NEW LOTS 31 AND 32 OF EDEN'S BROOKE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0021)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 30 OF EDEN'S BROOKE SUBDIVISION creating new LOTS 31 AND 32 OF EDEN'S BROOKE SUBDIVISION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 3, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the lot split of LOT 30 OF EDEN'S BROOKE SUBDIVISION creating new LOTS 31 AND 32 OF EDEN'S BROOKE SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

Section 3 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____

Stephanie Orman, Mayor

ATTEST:

_____

Malorie Marrs, City Clerk

Rezoning - Indiana Ave Real Holdings, LLC - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential

2303 Douglas ST

PC Date: 6/3/2025

Staff Report Details

Project Number	(RZ25-0023)
Applicant / Current Owner	Indiana Ave Real Holdings, LLC
Site Area	+/- **.18** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-3, Downtown Medium-High Density Residential (Standard Review)
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Single-Family Attached Homes
Related projects	

Property Description

The subject property is located at 2303 Douglas ST. The property is presently zoned R-1, Low Density Single Family Residential, with a current Future Land Use designation of Walkable Neighborhood. The property has direct access to Douglas ST. Surrounding zoning districts include R-1, Low Density Single Family Residential to the North, South, East, and West; and R-2, Medium Density Two-Family and Townhome Residential further to the Southwest along Lockheed ST.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. The applicant states in their narrative they would like to rezone in preparation for the development of single family attached homes. The applicant is requesting a zoning type that is considered Standard Review according to the Future Land Use Map and Zoning Districts Alignment Policy.

Relationship to the Community Plan

Relationship to the Community Plan

The property is presently designated as Walkable Neighborhood and is adjacent to Regional Center to the East and South, Recreation Outdoor and Entertainment to the West, and Urban Neighborhood to the North.

Walkable neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting. They provide a high degree of housing diversity, allowing for more people of different circumstances to share the same neighborhood. They also support some small neighborhood shops and are often near neighborhood centers and parks, making it easy to walk and bike for frequent trips.

This zoning request aligns with the Future Land Use Map, recommending DN-3, Downtown High Density as an appropriate place type with a Standard Review.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

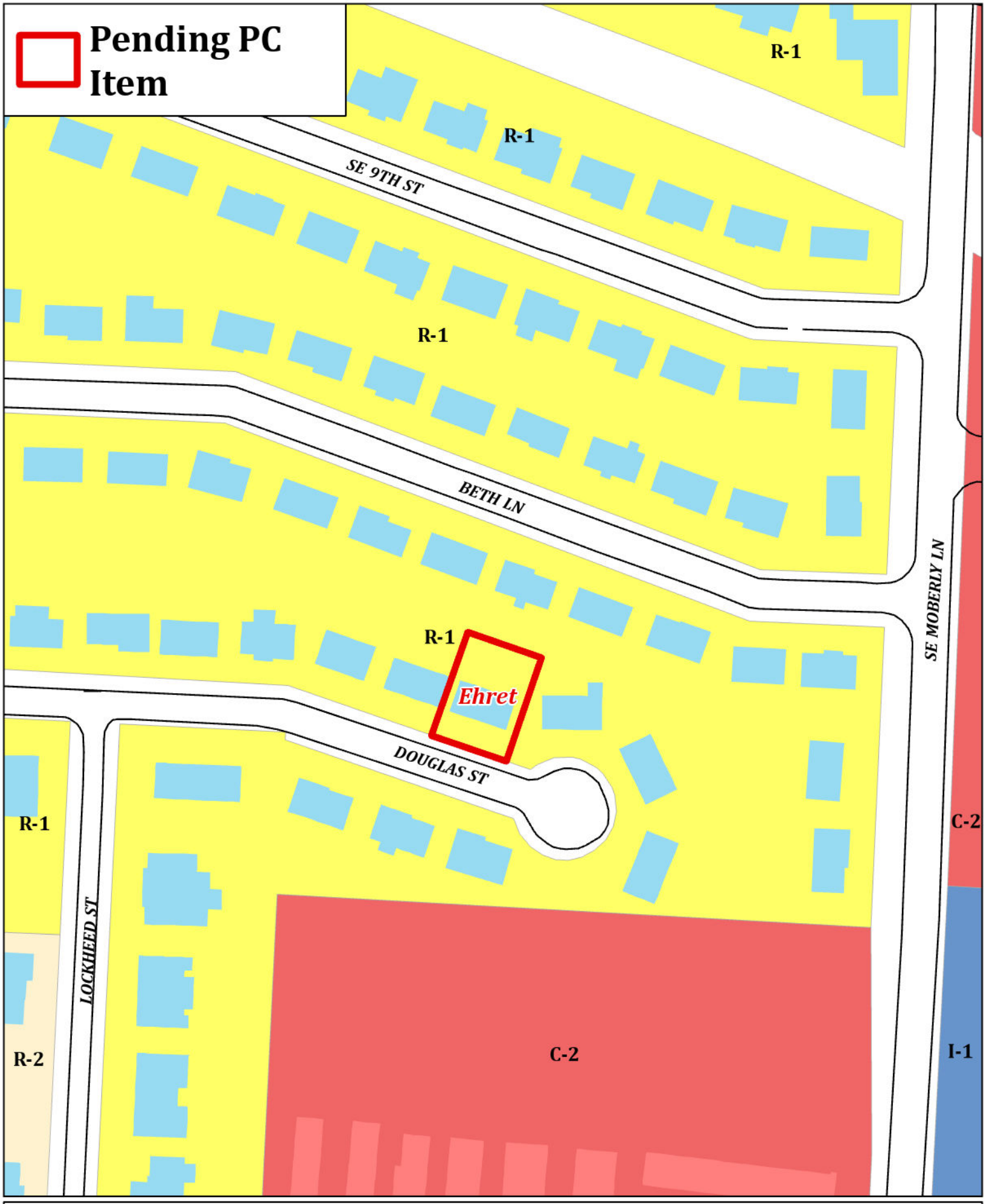
Analysis / Waivers

The property is presently designated as Walkable Neighborhood and is adjacent to Regional Center to the East and South, Recreation Outdoor and Entertainment to the West, and Urban Neighborhood to the North.
Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0023
Ehret
2303 Douglas St

The properties located at 2303 and 2305 E Douglas St are currently zoned as R1 Low Density Residential. We are formally requesting a rezoning to DN-3 Downtown Medium-High Density Residential to better align with the needs and growth of the area. The current property owner is Indiana Real Holdings, LLC, and there are no planned or proposed sales of the properties at this time. The purpose of this rezoning request is to facilitate the development of single-family attached homes, providing a more diverse housing option within the community.

The planned development at 2303 E Douglas St is fully consistent with both the existing zoning framework and the future land use plans for the surrounding area. As per the city's future land use plan, the neighborhood is designated as a "walkable community," making it an ideal location for higher-density residential development. This designation supports the city's vision of creating connected, pedestrian-friendly neighborhoods that are within close proximity to amenities, transportation options, and employment centers.

Our intention is to demolish the existing structures, which are currently in poor condition and no longer viable for long-term use. In their place, we will construct single-family attached homes that will introduce a unique and desirable housing diversity to the area. This type of housing offers a balance between the traditional single-family home and more urbanized, high-density living, catering to a wide range of potential residents.

The development aims to contribute positively to the neighborhood by offering high-quality, modern homes in an area that is experiencing ongoing revitalization. These homes will provide much-needed options for residents seeking to live in a central, vibrant location while also supporting the city's broader goal of increased density in appropriate areas.

It is important to note that there will be no signage placed on the property, maintaining the aesthetic of the area and minimizing any visual disruption to the surrounding environment.

Additionally, the property has convenient access to necessary infrastructure, including a 6" water line and an 8" sewer line, both of which are available for connection on the south side of the property along E. Douglas St. This makes the site well-equipped for the proposed development, ensuring that essential services can be easily provided without requiring extensive upgrades.

In conclusion, this rezoning request for 2303 and 2305 E Douglas St to DN-3 Downtown Medium- High Density Residential is an opportunity to bring much-needed housing diversity to an evolving neighborhood. By offering single-family attached homes, we will provide a modern, walkable living environment that supports the city's broader goals of sustainable growth and urban development. We are committed to ensuring that the development complements the surrounding area and meets the needs of future residents while respecting the character of the community.

Project # **RZ** _____

✅ City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**

  (Is the request supported by the vision and guiding principles of the Community Plan? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

[*bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=*]

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☑ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☑ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

Project # RZ _____

Development Impact, Intensity and location

- ☑ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☑ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.

Compatibility

- ☑ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Jill Ehret **Date:** 5/23/25

Signature: 

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0023)

WHEREAS, Indiana Ave Real Holdings, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 19, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS DESIGNATED IN PLAT RECORD "W" AT PAGE 53, BENTON COUNTY, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 3, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Rezoning - Indiana Ave Real Holdings, LLC - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential

2305 Douglas ST

PC Date: 6/3/2025

Staff Report Details

Project Number	(RZ25-0024)
Applicant / Current Owner	Indiana Ave Real Holdings, LLC
Site Area	+/- **.19** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-3, Downtown Medium-High Density Residential (Standard Review)
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Single-Family Attached Homes
Related projects	

Property Description

The subject property is located at 2305 Douglas ST. The property is presently zoned R-1, Low Density Single Family Residential, with a current Future Land Use designation of Walkable Neighborhood. The property has direct access to Douglas ST. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, south, east, and west; and R-2, Medium Density Two-Family and Townhome Residential further to the southwest along Lockheed ST.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. The applicant states in their narrative they would like to rezone in preparation for the development of single family attached homes. The applicant is requesting a zoning type that is considered Standard Review according to the Future Land Use Map and Zoning Districts Alignment Policy.

Relationship to the Community Plan

Relationship to the Community Plan

The property is presently designated as Walkable Neighborhood and is adjacent to Regional Center to the East and South, Recreation Outdoor and Entertainment to the West, and Urban Neighborhood to the North.

Walkable neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting. They provide a high degree of housing diversity, allowing for more people of different circumstances to share the same neighborhood. They also support some small neighborhood shops and are often near neighborhood centers and parks, making it easy to walk and bike for frequent trips.

This zoning request aligns with the Future Land Use Map, recommending DN-3, Downtown High Density as an appropriate place type with a Standard Review.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

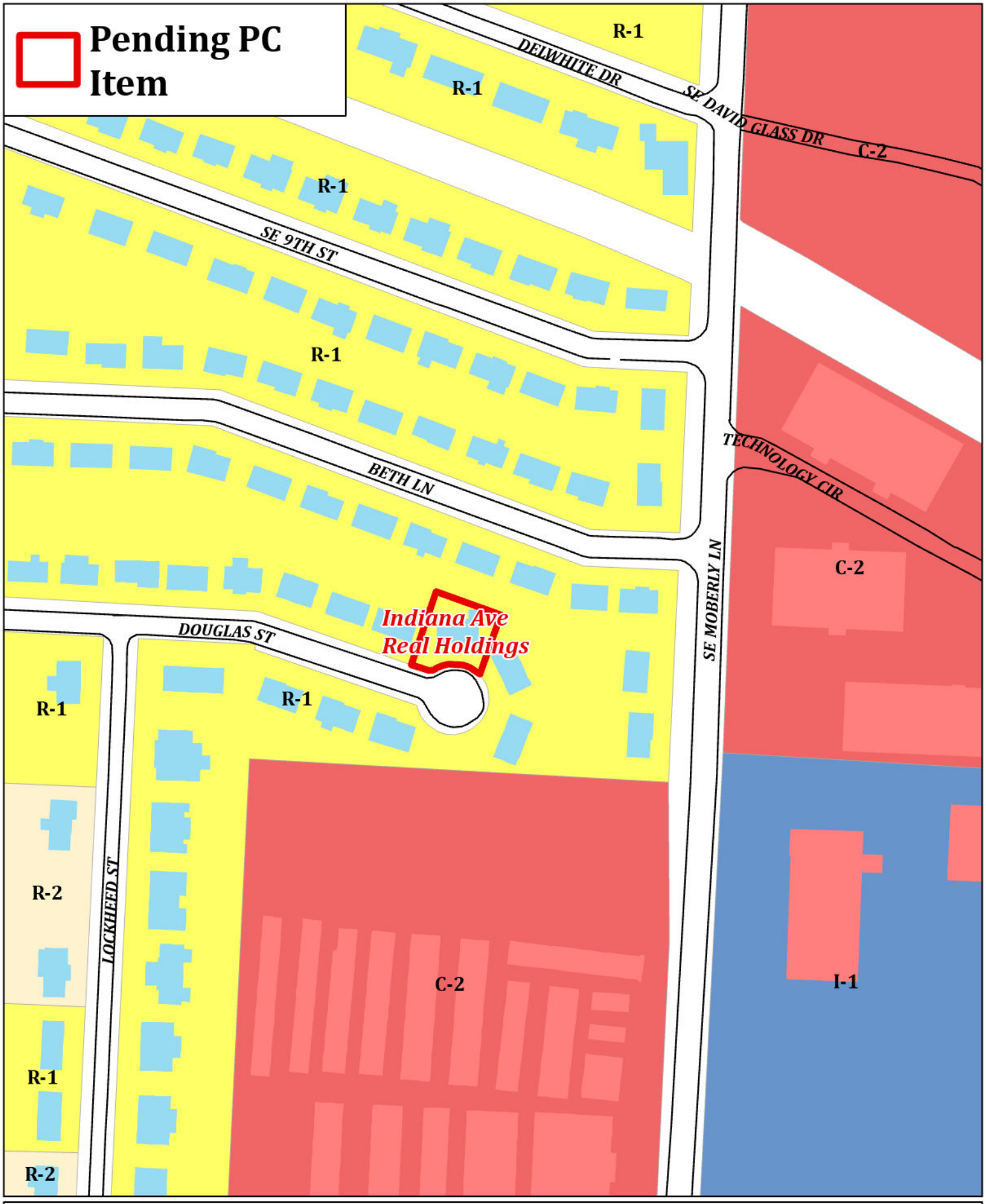
Analysis / Waivers

The property is presently designated as Walkable Neighborhood and is adjacent to Regional Center to the East and South, Recreation Outdoor and Entertainment to the West, and Urban Neighborhood to the North.
Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0024
Indiana Ave Real Holdings
2305 DOUGLAS ST

The properties located at 2303 and 2305 E Douglas St are currently zoned as R1 Low Density Residential. We are formally requesting a rezoning to DN-3 Downtown Medium-High Density Residential to better align with the needs and growth of the area. The current property owner is Indiana Real Holdings, LLC, and there are no planned or proposed sales of the properties at this time. The purpose of this rezoning request is to facilitate the development of single-family attached homes, providing a more diverse housing option within the community.

The planned development at 2303 E Douglas St is fully consistent with both the existing zoning framework and the future land use plans for the surrounding area. As per the city's future land use plan, the neighborhood is designated as a "walkable community," making it an ideal location for higher-density residential development. This designation supports the city's vision of creating connected, pedestrian-friendly neighborhoods that are within close proximity to amenities, transportation options, and employment centers.

Our intention is to demolish the existing structures, which are currently in poor condition and no longer viable for long-term use. In their place, we will construct single-family attached homes that will introduce a unique and desirable housing diversity to the area. This type of housing offers a balance between the traditional single-family home and more urbanized, high-density living, catering to a wide range of potential residents.

The development aims to contribute positively to the neighborhood by offering high-quality, modern homes in an area that is experiencing ongoing revitalization. These homes will provide much-needed options for residents seeking to live in a central, vibrant location while also supporting the city's broader goal of increased density in appropriate areas.

It is important to note that there will be no signage placed on the property, maintaining the aesthetic of the area and minimizing any visual disruption to the surrounding environment.

Additionally, the property has convenient access to necessary infrastructure, including a 6" water line and an 8" sewer line, both of which are available for connection on the south side of the property along E. Douglas St. This makes the site well-equipped for the proposed development, ensuring that essential services can be easily provided without requiring extensive upgrades.

In conclusion, this rezoning request for 2303 and 2305 E Douglas St to DN-3 Downtown Medium- High Density Residential is an opportunity to bring much-needed housing diversity to an evolving neighborhood. By offering single-family attached homes, we will provide a modern, walkable living environment that supports the city's broader goals of sustainable growth and urban development. We are committed to ensuring that the development complements the surrounding area and meets the needs of future residents while respecting the character of the community.

Project # **RZ** _____

✅ City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

🗺️ Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M_Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**

  (Is the request supported by the vision and guiding principles of the Community Plan? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

[*bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=*]

☑ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☑ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☑ Welcoming and Diverse (p.39)

- Welcoming to all
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☑ The Bentonville Experience (p.40)

- Redevelopment near downtown
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- Transportation system that supports motorists, cyclists and pedestrians

☑ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

Project # RZ _____

Development Impact, Intensity and location

- ☑ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☑ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.

Compatibility

- ☑ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Jill Ehret **Date:** 5/23/25

Signature: [redacted]

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0024)

WHEREAS, Indiana Ave Real Holdings, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 18, BLOCK 3, HAZEL PARK SUBDIVISION, TO THE CITY OF BENTONVILLE, AS DESIGNATED IN PLAT RECORD "W" AT PAGE 53, BENTON COUNTY, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 3, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Rezoning - Bentonville 424 SW C LLC - R-1, Low-Density Single-Family Residential to DN-3, Downtown High Density Residential
	424 SW C ST
	PC Date: 6/3/2025

Staff Report Details

Project Number	(RZ25-0026)
Applicant / Current Owner	Bentonville 424 SW C, LLC
Site Area	+/- **.18** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-3, Downtown Medium-High Density Residential (Standard Review)
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

The subject property is located at 424 SW C ST. The property is presently zoned R-1, Low Density Single Family Residential, with a current Future Land Use designation of Walkable Neighborhood. The property has direct access to SW C ST. Surrounding zoning districts include R-1, Low Density Single Family Residential to the South; and RC-2, Central Residential Mod Density to the North, and DN-2, Downtown Medium Density Residential to the East, West, and Southwest.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to DN-3, Downtown High Density Residential. The applicant states in their narrative they are seeking the DN-3 rezone to allow for maximum flexibility in building structure side and front setback lines along with aligning with the goals of the Walkable Neighborhood place type under the FLUM Alignment Policy. The applicant is requesting a zoning type that is considered Standard Review according to the Future Land Use Map and Zoning Districts Alignment Policy.

Relationship to the Community Plan

The property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood on the North, South, East, and West, and City Center to the East.

Walkable neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting. They provide a high degree of housing diversity, allowing for more people of different circumstances to share the same neighborhood. They also support some small neighborhood shops and are often near neighborhood centers and parks, making it easy to walk and bike for frequent trips.

This zoning request aligns with the Future Land Use Map, recommending DN-3, Downtown High Density as an appropriate place type with a Standard Review.

Public Comment

Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

The property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood on the North, South, East, and West, and City Center to the East.
Moreover, the land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0026
BENTONVILLE 424 SW C LLC
424 SW C ST

Narrative addressing rezoning of 424 SWC Standard Review to DN-3

- The current zoning designation is R-1 with the proposed zoning to be updated via standard review to DN-3
- The current owner information is: Bentonville 424 SW C ST LLC which is owned fully by John Peirano and Janette Gaw (married couple).
- We are seeking to maximize the use of our parcel in accordance with the Future Land Use Map and City of Bentonville's Zoning Alignment Policy. New zoning to be consistent and conforming with the characteristics of Place Type for the FLUM.
- The new zoning of DN-3 will complement the immediately adjacent 6 unit townhome building (402 to 422 SW C ST). Subject parcel DN-3 zoning would also be of minimal impact and within a reasonable level of intensity when comparing with 403 SW C ST and 327 SW 4th ST which are both zoned DN-2 and directly across the street from subject property, as well as directly diagonal across street from subject parcel.
- The zoning of DN-3 will cause minimal change in 2 lane bi-directional traffic to the SW C ST block (between 4th Street and SW 5th Street). Depending upon a 10' alley easement that has already been recorded behind the 6 unit townhomes adjacent to 424 SW C ST parcel, and which continues behind 424 SW C ST, there may be potential for access to 424 SW C ST via an easement entry from SW 4th St.
- Direct Water and Sewer lines have already been established to 424 SW C ST – these access lines were capped (but left in place) upon a city of Bentonville permitted demolition that occurred in August 2022.
- Rezoning to DN-3 will allow maximum flexibility in building structure side and front setback lines along with matching to the goals of PLACE TYPE (of Walkable Neighborhood) within the city plan. Standard Review to rezone to DN-3 will also be complimentary to the new construction which has occurred over the last 10 years among SW C ST.
- There is no current signage other than PRIVATE PROPERTY – NO TRESPASSING (for liability mitigation) which is erected upon 424 SW C ST parcel.

" 424 SW C ST "

☑ **City of Bentonville Rezone Application Review Checklist** ✓

Please check all applicable boxes:

☒ **Consistency with Planning Documents**

Designate the Future Land Use Map Alignment Policy Review Category

Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy

- ☑ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan?)
  bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☑ Thoughtful Growth (p.38)

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Development Impact, Intensity and location

- ☑ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☐ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.

Compatibility

- ☑ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: JOHN K. PEIRANO Date: 04/23/25

Signature [redacted]

NOTICE OF INTENT TO REZONE

Bentonville 424 SW C ST LLC **has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from** R-1 Low Single Family Residential **to** DN-3, Downtown High Density Residential

The legal description of the property is as follows:

Lot 2 and the North 18.5 feet of Lot 3 in Block 2 of Scoggan Subdivision to the City of Bentonville, Arkansas

The common description of the property is: 424 SW C ST. Bentonville, AR 72712

The public hearing will be held June 3rd, 20 25 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☒ I/We have no objections to the rezoning.

☐ I/We object to the rezoning because:

[redacted]

Bentonville, AR 72712

[redacted]

Bentonville, AR 72712

NOTICE OF INTENT TO REZONE

Bentonville 424 SW C ST LLC **has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from** R-1 Low Single Family Residential **to** DN-3, Downtown High Density Residential

The legal description of the property is as follows:

Lot 2 and the North 18.5 feet of Lot 3 in Block 2 of Scoggan Subdivision to the City of Bentonville, Arkansas

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1. Attend the public hearing and express your views.
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3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/We have no objections to the rezoning.

☒ I/We object to the rezoning because:

concerns of another large apartment complex going in behind us

[redacted]

Signature and Physical Address

[redacted]

Signature and Physical Address

[redacted]

[redacted]

NOTICE OF INTENT TO REZONE

Bentonville 424 SW C ST LLC **has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from** R-1 Low Single Family Residential **to** DN-3, Downtown High Density Residential

The legal description of the property is as follows:

Lot 2 and the North 18.5 feet of Lot 3 in Block 2 of Scoggan Subdivision to the City of Bentonville, Arkansas

The common description of the property is: 424 SW C ST. Bentonville, AR 72712

The public hearing will be held June 3rd, 20 25 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☑ I/We have no objections to the rezoning.

☐ I/We object to the rezoning because:

[redacted]

Signature and Physical Address

[redacted]

Signature and Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL TO DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ25-0026)

WHEREAS, Bentonville 424 SW C St., LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 2 AND THE NORTH 18.5 FEET OF LOT 3 IN BLOCK 2 OF SCOGGAN SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 3, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS:

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-3, DOWNTOWN HIGH DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

Section 2 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Consent Agenda Item FLUM

For the Planning Commission meeting on June 10, 2025

Details

The revised draft for the "Enhanced Review Criteria" eliminates the language that spoke to the inability to develop under any other zoning district or the necessity for economic development and adds criteria for the evaluation of the rezoning application from a number of facets that the commission may use when considering zoning districts tabled as "ER" under the alignment policy.

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FUTURE LAND USE MAP ALIGNMENT POLICY; AND FOR OTHER PURPOSES.

WHEREAS, the Future Land Use Map is the foundation for future community development, showing the desired location for each land use as the city continues to grow and develop while serving as a guide for land use and development decisions;

WHEREAS, the Bentonville Community Plan and Future Land Use Map were adopted on October 23, 2018;

WHEREAS, in 2023, city officials determined a need to update the Future Land Use Map due to continuing growth;

WHEREAS, the city hired DPZ CoDesign to lead a year-long process, guided by robust public engagement, which provided the direction for the Future Land Use Map Update;

WHEREAS, a Future Land Use Map and Zoning Alignment Policy is needed in the interim until new zoning districts are adopted;

WHEREAS, additional areas of study have been identified on the Future Land Use Map that will be analyzed in greater detail upon adoption of the Future Land Use Map and Place Types; and

WHEREAS, the previous alignment policy adopted per Resolution No. 2-11-25M on February 11, 2025 contained Enhanced Review criteria that has been further refined.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BENTONVILLE, ARKANSAS, THAT:

Section 1: That the Future Land Use Map Alignment Policy as shown in Exhibit A is herein established by the Planning Commission and City Council, three copies of which are on file with the City Clerk and which are hereby adopted by reference as though it were copied herein fully;

Section 2: That a copy of this Resolution and all exhibits will be filed with the City Clerk and the County Recorder;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed;

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict; and

Section 5: That this Resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this _____day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Future Land Use Map and Zoning Districts Alignment Policy
January 2025

A. Purpose.

This document establishes the policy for reviewing future rezoning requests in the City of Bentonville in the interim between adoption of the FLUM and the new zoning and land development code. All rezoning requests should be reviewed according to the policies and criteria herein.

B. Future Land Use and Zoning.

Future Land Use and zoning are interconnected yet distinct components of city planning. The Future Land Use Map (Map) is an element of the Bentonville Community Plan (Plan), a policy adopted by Resolution, that establishes Place Types (previously called Land Uses) and assigns them to locations where most appropriate to best manage growth, development and infrastructure and service planning. Place Types are a set of intended characteristics and uses, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Future Land Use provides a structured framework that guides zoning decisions. Through community engagement and careful deliberation, Planning Commission and City Council adopted the Future Land Use Map and replacement of Ch. 2 and Ch. 4 of the Community Plan with Resolution No 2-11-25M~~#~~ on ~~DATE~~February 11, 2025.

Zoning Districts are laws adopted by Ordinance. They establish the specific regulations for how land can be used and developed. Each Place Type can incorporate several zoning districts.

The City is in the process of drafting new zoning and development regulations that align with the recently adopted Map. Until those codes are adopted, this alignment policy will guide decision making for rezoning requests. When the new codes are adopted, a new FLUM and Zoning Alignment Policy will be adopted.

C. Alignment Table.

In the alignment table, the Place Types are shown on the left and the currently adopted Zoning Districts are shown at the top. In the box where the Place Type for the property intersects with the Zoning District requested, there will be an "SR", "ER" or empty box. This determines the level of review based on the appropriateness of the Zoning District for the Place Type.

1. **Appropriate.** The Zoning District is consistent with the characteristics of the Place Type and therefore conforms to the Future Land Use Map. This is indicated with an "SR" and subject to *Sec. D (2) Standard Review Criteria*.
2. **May be Appropriate.** The Zoning District is not clearly consistent with the characteristics of the Place Type but may be appropriate upon further review. This is indicated with an "ER" subject to *Sec. D (3) Enhanced Review Criteria*.
3. **Inappropriate.** The Zoning District does not have any characteristics of the Place Type and therefore does not conform to the Future Land Use Map. This is indicated by a blank box subject to *Sec. D (4) No Action*.

Alignment Table

Place Types listed in order presented in Ch. 4 of Community Plan

SR = Standard Review applies (Sec. D.2); Zoning District is appropriate for the Place Type.

ER = Enhanced Review applies, (Sec. D.3); Zoning District may be appropriate for the Place Type with additional review.

Blank = No action, Sec. D.4; Zoning District is not appropriate for the Place Type.

Zoning District		A1	RE	R1	R2	R3	R4	DN1	DN2	DN3	DN4	DE	DC	C1	C2	C3	I1	I2
Place Type																		
Centers	Regional Center										SR	SR	SR			SR		
	City Center										SR	SR	ER			SR		
	Neighborhood Center										SR	SR		SR		ER		
Neighborhoods	Urban Neighborhood								SR	SR	SR	ER				ER		
	Walkable Neighborhood				ER	ER	ER	SR	SR	SR	ER							
	Traditional Neighborhood			SR				SR	ER									
	Suburban Neighborhood			SR	ER			ER										
Corridors	Urban Corridor											SR	ER			SR		
	Walkable Corridor										SR	ER		SR		ER		
	Suburban Corridor													SR	ER			
Recreation	Outdoor Entertainment	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
	Parks and Public Spaces	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Specialized	Rural and Estates	SR	SR	ER														
	Industry and Technology														SR		SR	ER
	Civic and Institutional	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Remaining Districts:		**PUD/PRD** should follow the review criteria as established in the Zoning Code for PRD/PUD.																
		R-C2, R-C3, RZL and RO districts are not consistent with the Place Types of the Future Land Use Map and rezoning requests to these districts are not supported.																

D. Review Criteria.

The following review criteria are to be used depending on the level of review (SR, ER, Blank) established in the table in *Sec. C Alignment Table*.

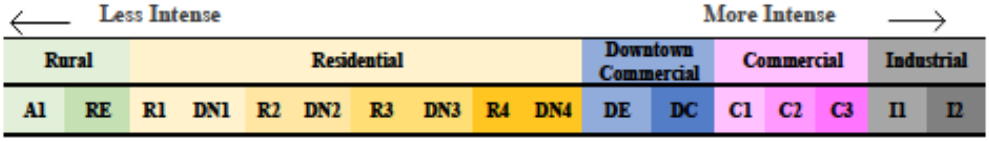
1. **Criteria for All Rezoning Requests.** The following review criteria applies to all rezoning requests.

   (a) *Consistency*. Consistency with the Future Land Use Plan and with the vision and policies of the Community Plan.

   (b) *Impact*. Relationship and effect on the land use and zoning of the surrounding area.

   (c) *Compatibility*. Compatibility with recent development activity in the surrounding area.

   (d) Intensity. The proposed district(s) are within a reasonable level of intensity of the most intense zone allowed with a Standard Review on adjacent properties. The intensity levels are shown in the graphic below, with least intense on the left and most intense on the right.



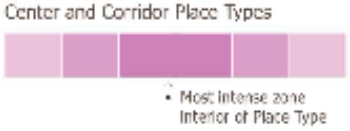
   (1) Exceptions. The intensity criteria does not apply in the following instances:

   a. Significant natural barriers separate the two properties, or

   b. Roadways of three or more lanes separate the two properties.

   (e) *Orderly Transition*. The proposed district(s) establishes an orderly transition of intensity within and between the place type as follows.

   (1) *Center or Corridor Place Type*. Where the subject property is within a Center or Corridor place type, higher intensity zones should be interior to the place type to provide an orderly transition between the interior and edge of the place type and adjacent neighborhood place types.



   (2) *Neighborhood Place Type*. Where the subject property is within a Neighborhood place type, higher intensity zones should be located at the edges of the place type when the property lies adjacent to a Center or Corridor place type to provide an orderly transition between the edge of the property and the adjacent place type. Lower intensity zones should be located at the edges of the place type when the property lies adjacent to a Neighborhood place type of a lower intensity.



2. **Standard Review Criteria (SR).** When an "SR" is shown in the box where the property's Place Type intersects with requested Zoning District, the following review criteria applies.

   (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.

   (b) The proposed district(s) are likely to implement the place type envisioned by the Future Land Use Map; and

   (c) The proposed district(s) will result in development compatible with the place type of nearby properties; and

   (d) Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s).

3. **Enhanced Review Criteria (ER).** When an "ER" is shown in the box where the property's Place Type intersects with the requested Zoning District, the following review criteria applies.

   (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.

   (b) Review criteria established in *Sec. D.2 Standard Review Criteria*; and

   (c) ~~The property is unlikely to develop, or poorly suited for development allowed under districts subject to standard review; and~~ Review the applicability of the following criteria, in its totality, to determine the appropriateness of the proposed Zoning District:

   a. If the property is on the boundary of a place type, does the requested Zoning District match a Zoning District on either side of the property;

   b. If the property is within ¼ mile of transit, a four-lane road, or is trail proximate, would additional mobility needs be absorbed by existing infrastructure;

   c. Is the property within 1 mile of a job center so that alternative transportation is possible;

   d. If the property is adjacent to vacant land, setting the stage for future development of a similar character;

   e. If the rezone request is consistent with the development pattern in the area; and

   ~~(c)~~f. Does the proposed rezone further advance the goals stated in the Comprehensive Plan.

   ~~(d) The proposed district is necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public's health, safety, and welfare.~~

4. **No Action.** When the box is blank where the property's Place Type intersects with the requested Zoning District, staff should recommend to the applicant not to proceed with the request unless and until the Future Land Use Map or alignment policy are amended accordingly. Should an applicant proceed with the request, the standard recommendation should be denial.

E. Applicant Responsibility.

1. **Mix Districts.** Applicants are encouraged to use a mix of zoning districts in order to better align with these review criteria.
2. **Address Review Criteria.** In the narrative portion of the application, applicant must describe how the propose rezoning meets the criteria.

Future Land Use Map and Zoning Districts Alignment Policy
January 2025

A. Purpose.

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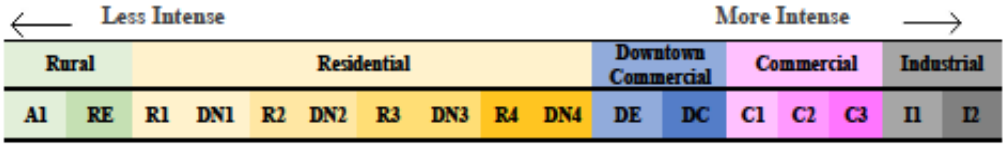
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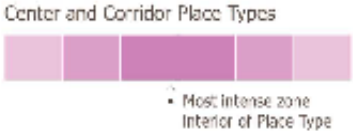
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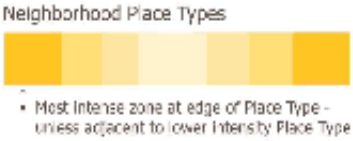
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      c. Is the property within 1 mile of a job center so that alternative transportation is possible;

      d. If the property is adjacent to vacant land, setting the stage for future development of a similar character;

      e. If the rezone request is consistent with the development pattern in the area; and

      f. Does the proposed rezone further advance the goals stated in the Comprehensive Plan.

4. **No Action.** When the box is blank where the property's Place Type intersects with the requested Zoning District, staff should recommend to the applicant not to proceed with the request unless and until the Future Land Use Map or alignment policy are amended accordingly. Should an applicant proceed with the request, the standard recommendation should be denial.

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